

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Civil No. 3664

Raymond C. Towns and
Helen Towns,

Defendants.

FILED

MAR 15 1957

NOBLE C. HOOD
Clerk, U.S. District Court

J U D G M E N T

On this 15th day of March 1957, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The Court further finds that all allegations of the plaintiff's complaint are true; that on September 13, 1950, for a valuable consideration and in accordance with provisions of the Federal Housing Administration Act, the defendants did execute a written promissory note in the sum of \$2,618.09 to the Baker Roofing Co., Inc., Kansas City, Missouri; that the defendants defaulted in the payment of the note, and in accordance with the provisions of the Federal Housing Administration Act, the note was assigned to this plaintiff; that there is now due and owing upon the note the sum of \$1,043.39, principal, plus interest in the amount of \$598.10.

The Court further finds that the plaintiff has filed herein an affidavit stating that neither defendant is in the military, or naval, service, and neither is an infant, or an incompetent, which is found to be true.

The Court further finds that the note was given for the purpose of paying for permanent improvements on property located 112 North Theodore, Bartlesville, Oklahoma, more particularly described as:

Lot 19, Block 4 of Parkview Addition to the City of
Bartlesville, Washington County, Oklahoma

and by reason thereof is subject to execution and sale for the collection of the judgment.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, Raymond C. Towns and Helen Towns, for the sum of \$1,043.39, plus interest in the amount of \$598.10, plus interest on the principal amount of \$1,043.39 at the rate of six per cent (6%) per annum from date of judgment until paid in full, and for the costs of this action, and for further judgment directing the levying of execution upon the above-described premises.

Raymond A. Savage
United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

Robberson Steel Company, a corporation,)
)
)
Plaintiff,)
)
vs.)
)
Jess L. Bailey d/b/a Bailey Steel Construction Company, J. A. Frates, Jr., Receiver for Bailey Steel Construction Com- pany, and Jess Bailey, Inc., a corporation,)
)
Defendants.)

NO. 8750.

FILED

MAR 15 1957

NOBLE C. HOOD
Clerk, U.S. District Court

JOURNAL ENTRY OF JUDGMENT

This cause being heard before the U.S. District Court for the Northern District of Oklahoma on March ^{15th} 1957, the parties appearing in person and by their counsel of record; and the Court being fully advised finds:

1. The plaintiff's action is within the jurisdiction of this Court.
2. The defendants have requested leave to dismiss, without prejudice, their cross-claim for Fourteen Thousand Two Hundred Ninety Dollars and Ninety-Seven Cents (\$14,290.97), which request should be granted; and the defendants admit that plaintiff is entitled to the relief prayed in plaintiff's Complaint.
3. The plaintiff requests leave to dismiss, without prejudice, plaintiff's counter-claim against the defendants for judgment in the sum of Eighty Thousand, Five Hundred Thirty-Eight Dollars and Ninety Cents (\$80,538.90), and for other relief prayed in plaintiff's Counter-Claim, which leave should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have judgment, under its Complaint, for possession of personal property described as follows:

P & H Milti-mite crane, model 55, complete with 50 foot boom, serial # 18858, mounted on CCC carrier, serial # 800-1875;

and that defendants have no interest, claim or demand in or to the property and equipment; and that the Cross-Claim of defendants against plaintiff and the Counter-Claim of plaintiff against defendants, as above set forth, be dismissed without prejudice.



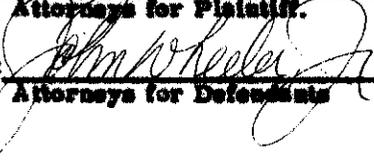
U. S. District Judge

O.K.

LOONEY, WATTS, LOONEY & NICHOLS

BY: 

Attorneys for Plaintiff.

BY: 

Attorneys for Defendants

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Esther Lee McGee, Bobby Oliphant,
and Kinsey McGee,

Defendants.

Civil No. 3776

FILED

MAR 15 1957

NOBLE C. HOOD
Clerk, U.S. District Court

J U D G M E N T

On this 15th day of March 1957, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The Court further finds that all allegations of the plaintiff's complaint are true; that on January 11, 1951, for a valuable consideration and in accordance with the provisions of the Federal Housing Administration Act, the defendants did execute a written promissory note in the sum of \$1,080.49 to the Seoner State Construction Co., Tulsa, Oklahoma; that the defendants defaulted in the payments on the note, and, in accordance with the provisions of the aforementioned Act, the note was signed thereafter to this plaintiff; that there is now due and owing on the note the sum of \$604.50, principal, plus interest in the amount of \$238.55.

The Court further finds that the plaintiff has filed herein an affidavit stating that the defendants are neither in the military, or naval, service, nor infants, or incompetents, which is found to be true.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, Esther Lee McGee, Bobby Oliphant, and Kinsey McGee, for the sum of \$604.50, plus interest in the amount of \$238.55, plus interest on the principal amount of \$604.50 at the rate of six per cent (6%) per annum from date of judgment until paid in full, and for the costs of this action.

by Roy A. Savage
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Civil No. 4105

Henry Parr and
Mae Pearl Parr,

Defendants.

FILED

MAR 15 1957

NOBLE C. HOOD
Clerk, U.S. District Court

J U D G M E N T

On this 15th day of March 1957, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, Assistant United States Attorney, for the Northern District of Oklahoma, and the defendants appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true; that on February 19, 1953, for a valuable consideration, defendants did make, execute, and deliver to the Blackburn Home Improvement Company, Sapulpa, Oklahoma, their written promissory note in the amount of \$2,037.44, in accordance with the provisions of the Federal Housing Administration Act; that the defendants defaulted in the payments on the note, and in accordance with the provisions of the aforementioned Act, the note was assigned thereafter to this plaintiff; that there is now due and owing on the note the sum of \$1,295.43, principal, plus interest at the rate of six per cent (6%) from February 4, 1954, to date of judgment, plus interest at the legal rate thereafter until paid, and for its costs.

The Court further finds that the plaintiff has filed herein an affidavit stating that neither of the defendants is in the military service nor an infant, or incompetent, which is found to be true.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, Henry Parr and Mae Pearl Parr,

for the sum of \$1,295.43, with interest thereon at the rate of six per cent (6%) per annum from February 4, 1954, to date of judgment, plus interest at the legal rate thereafter until paid, and for its costs.

W. Raymond Savage
United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT
OF OKLAHOMA

Kiamichie Church and
Janella Church,

Plaintiffs

vs.

Walter Kimblern,

Defendant.

No. 3535

FILED

MAR 2 2 1957

NOBLE C. HOOD
Clerk, U. S. District Court

JOURNAL ENTRY

Now on this 22 day of March, 1957, the above
matter coming on for trial pursuant to agreement, and the parties
waiving trial by jury agreed to try the action before the court.
Plaintiffs appearing by and through their attorney, and the defen-
dant appearing by and through his attorneys, Foliart, Hunt &
Shepherd. Whereupon, the plaintiffs introduced their evidence
and rested, and the defendant introduced his evidence, and argu-
ment being waived, the court being fully advised in the premises
and upon consideration finds that the plaintiffs have sustained
the allegations of their complaint and received the injuries therein
set forth and sustained the damages therein set forth, through
the negligence and carelessness of the defendant and that the
plaintiff, Kiamichie Church, is entitled to judgment on the first
cause of action in the sum of \$ 2300⁰⁰ and the plaintiff,
Janella Church, is entitled to judgment in the sum of \$ 100⁰⁰

on the second cause of action, *and is entitled to a judgment in
the sum of \$ 100⁰⁰ on the third cause of action.*
IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE

COURT that the plaintiff, Kiamichie Church, do have and recover
of and from the defendant the sum of \$ 2300⁰⁰, and the plain-
tiff, Janella Church, do have and recover of and from the defen-
dant, the sum of \$ 100⁰⁰ *on each of the second & third causes of
action.* and all costs of this action.

O.K.
[Signature]
Attorney for Plaintiffs

Boyce H. Savage
JUDGE

[Signature]
Attorney for Defendant

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT
OF OKLAHOMA

Kiamichie Church and
Janella Church,

Plaintiffs,

vs.

Walter Kimblern,

Defendant.

No. 3536

FILED

MAR 22 1957

NOBLE C. HOOD
Clerk, U.S. District Court

JOURNAL ENTRY

Now on this 22 day of March, 1956, the above matter coming on for trial pursuant to agreement, and the parties waiving trial by jury agreed to try the action before the court. Plaintiffs appearing by and through their attorney, and the defendant appearing by and through his attorneys, Foliart, Hunt & Shepherd. Whereupon, the plaintiffs introduced their evidence and rested, and the defendant introduced his evidence, and argument being waived, the court being fully advised in the premises and upon consideration finds that the plaintiffs have sustained the allegations of their complaint and received the injuries therein set forth and sustained the damages therein set forth, through the negligence and carelessness of the defendant and that the plaintiff, Kiamichie Church, is entitled to judgment on the first case of action in the sum of \$ 2400⁰⁰ and the plaintiff, Janella Church, is entitled to judgment in the sum of \$ 100⁰⁰ on the second cause of action.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that the plaintiff, Kiamichie Church, do have and recover of and from the defendant the sum of \$ 2400⁰⁰, and the plaintiff, Janella Church, do have and recover of and from the defendant, the sum of \$ 100⁰⁰ and all costs of this action.

O.K.

[Signature]
Attorney for Plaintiffs

[Signature]
JUDGE

[Signature]
Attorney for Defendant

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

RICH SIGNS, INC.,
a corporation,

Plaintiff,

Vs.

ROY L. MORGAN and
WESTERN VILLAGE, INC.,
a corporation,

Defendants.)

No. 4033 - Civil

FILED

MAR 2 2 1957

NOBLE C. HOOD
Clerk, U.S. District Court

ORDER

Upon motion of the plaintiff and pursuant to stipulation of the parties entered in this cause, this action is dismissed, without prejudice to a further and future action by the plaintiff to recover sums reserved in the said stipulation and payable in the future, all at the cost of defendants.

DATED at Tulsa, Oklahoma this 22 day of March, 1957.

Raymond H. Savage
United States District Judge

FORM APPROVED:

B. B. McDermott
For plaintiff

E. B. Thurlwell
For defendants

IN THE U. S. DISTRICT COURT IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA

BESSIE FORD,

Plaintiff,

vs.

GLEN EDWARD MYERS,

Defendant.

No. 4142 Civil

FILED

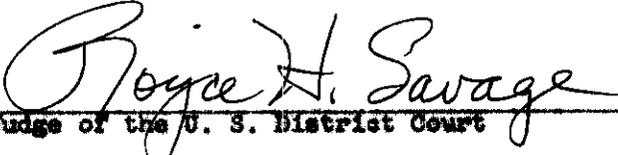
MAR 22 1957

ORDER REMANDING SUIT TO SUPERIOR COURT

NOBLE C. HOOD
Clerk, U.S. District Court

The motion of plaintiff to remand this suit to the Superior Court in and for Creek County, State of Oklahoma, coming on for hearing this 14th day of March, 1957, pursuant to regular setting, and the Court having heard the argument of counsel, and being fully advised, upon consideration finds that the said motion should be sustained.

IT IS THEREFORE ORDERED that the motion of the plaintiff to remand this case to the Superior Court of Creek County, Oklahoma, be, and the same is hereby granted, and this cause be and the same is hereby remanded to the Superior Court of Creek County, Oklahoma, for further proceedings.



Judge of the U. S. District Court

O.K. 

Attorney for Plaintiff

O.K. 

Attorney for Defendant

IN THE U. S. DISTRICT COURT IN AND FOR THE NORTHERN
DISTRICT OF OKLAHOMA

EDITH MAY McCULLOUGH,

Plaintiff,

vs.

GLEN EDWARD MYERS,

Defendant.

No. 4143 Civil

FILED

MAR 22 1957

ORDER REMANDING SUIT TO SUPERIOR COURT

NOBLE C. HOOD
Clerk, U.S. District Court

The motion of plaintiff to remand this suit to the Superior Court in and for Creek County, State of Oklahoma, coming on for hearing this 15th day of March, 1957, pursuant to regular setting, and the Court having heard the argument of counsel, and being fully advised, upon consideration finds that the said motion should be sustained.

IT IS THEREFORE ORDERED that the motion of the plaintiff to remand this case to the Superior Court of Creek County, Oklahoma, be, and the same is hereby granted, and this cause be and the same is hereby remanded to the Superior Court of Creek County, Oklahoma, for further proceedings.

Royce H. Savage
Judge of the U. S. District Court

O.K. *E. J. Doerna*
Attorney for Plaintiff

O.K. *Thomas B. Bucker*
Attorney for Defendant

WL:mmm
3/20/57

IN THE UNITED STATES DISTRICT COURT WITHIN AND FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

OWEN MFG., INC., an Illinois Corporation,
Plaintiff,
-vs-
J. E. CASS,
Defendant.

MAR 26 1957
NOBLE C. HOOD
Clerk, U.S. District Court
Civil No. 4137

JUDGMENT BY DEFAULT UPON APPLICATION
TO CLERK

Upon application of plaintiff, and examination of the records herein, the defendant J. E. Cass, having been regularly served with summons and Complaint, and having failed to plead or otherwise defend herein, the legal type of pleading or otherwise defending having expired, and the default of said defendant J. E. Cass in the premises having been duly entered according to law, a judgment is hereby entered as against the defendant J. E. Cass in pursuant of the prayer of said Complaint.

WHEREFORE by virtue of the law, and by reason of the premises aforesaid:

IT IS ORDERED, ADJUDGED AND DECREED that said plaintiff do have and recover from the said defendant, J. E. Cass, the sum of \$3,500.00, together with interest thereon at the rate of 7 per cent per annum from October 3, 1955, until paid, and for an attorney's fee of \$25.00 and for all of the costs herein; for all of which let execution issue.

Judgment rendered this 26th day of March, 1957.

NOBLE C. HOOD,
Clerk of the United States District Court
Northern District of Oklahoma

By Ben B. Challenge
Deputy Court Clerk

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

vs.

Plaintiff,

571.28 Acres of Land, More or
Less, Situate in Rogers County,
Oklahoma; Lee Roy Tiesperman, et al,
and Unknown Owners,

Defendants.

Civil No. 4165

FILED

MAR 26 1957

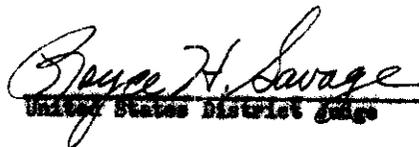
NOBLE C. HOOD
Clerk, U. S. District Court

ORDER FOR DELIVERY OF POSSESSION

This action coming on for hearing upon Motion of the Plaintiff
for an Order for the Surrender of Possession of the property described in
the Complaint filed herein to plaintiff, and it appearing that the plaintiff
is entitled to possession of said property.

IT IS HEREBY ORDERED that all defendants in this action and all
persons in possession or control of the property described in the Complaint
filed herein, known as Tract B-216, Tiesperman Ranch, 571.28 acres in Rogers
County, Oklahoma, shall surrender possession of said property, to the extent
of the estate being condemned, to plaintiff immediately, provided that a copy
of this Order be served upon all known persons in possession or control of
said property on or before April 12th, 1957.

Dated this 26th day of March 1957.


United States District Judge

IEU:lg
3/22/57

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT
OF OKLAHOMA

W. C. BERRY, ROBERT E. BAKER
and I. J. MENLEY,

Plaintiffs

vs.

PAN-AM SOUTHERN CORPORATION,
a Corporation,

Defendant

No. 3915 Civil

FILED

MAR 29 1957

ORDER DISMISSING ACTION WITH PREJUDICE NOBLE C. HCOD
U.S. District Court

Now on this 29th day of March, 1957, there having
come on for hearing before the undersigned United States District
Judge, the Motion filed herein by the above named plaintiffs
seeking an order dismissing the above styled and numbered action
with prejudice. The Court having examined the same finds said
Motion should be sustained.

IT IS THEREFORE ORDERED BY THIS COURT that the above
styled and numbered action be and the same is hereby dismissed
with prejudice and with each of the respective parties herein
bearing their own costs and expenses heretofore expended by
them in connection with the above styled and numbered litigation.

131 Royal H. Savage
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

vs.

S. C. Hager and Alma Hager,

Plaintiff,

Defendants.

Civil No. 4150

FILED

APR - 2 1957

NOBLE C. HOOD
Clerk, U. S. District Court

J U D G M E N T

On this 2nd day of April 1957, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, Assistant U. S. Attorney for the Northern District of Oklahoma, and the defendants appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The Court further finds that all the allegations of plaintiff's complaint are true; that on October 2, 1952, for a valuable consideration and in accordance with the provisions of the Federal Housing Administration Act, the defendants did execute a written promissory note in the sum of \$448.42 to L-P Gas and Equipment Company; that defendants defaulted in the payments on the note, and, in accordance with the provisions of the aforementioned Act, the note was signed thereafter to this plaintiff; that there is now due and owing on the note the sum of \$201.69, principal, plus interest at the rate of six per cent (6%) from May 4, 1954.

The Court further finds that plaintiff has filed herein an affidavit stating that neither defendant is in the military, or naval, service, and that neither is an infant nor an incompetent, which is found to be true.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, S. C. Hager and Alma Hager, for the sum of \$201.69, principal, plus interest on the principal at the rate of six per cent (6%) per annum from May 4, 1954, to date of judgment, plus interest at the legal rate thereafter until paid in full, and for its costs.

Royce H. Savage
United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

Henry H. Hudson,

Plaintiff,

vs.

R. C. Berkshire and W. M. O'Harrow,
d/b/a Berkshire & O'Harrow, a co-
partnership and Jimmie Brown,

Defendants.

No. 3964 Civil

FILED

APR - 4 1957

NOBLE C. HOOD
Clerk, U.S. District Court

DISMISSAL WITH PREJUDICE

Comes now the plaintiff, Henry H. Hudson, all issues in-
volved in this case having been fully settled and compromised, and dismisses
the above styled and numbered cause of action with prejudice to the bringing
of a future action.

Dated this 1st day of April, 1957.

Henry H. Hudson
Plaintiff

Joseph Radzik

RUCKER, TABOR AND COX

BY J. H. ...

Attorneys for Plaintiff

IT IS HEREBY ORDERED that the above styled and numbered
cause of action be dismissed with prejudice this 1st day of April, 1957.

Rayce H. Searce
United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

O. O. FUNDERBURG, d/b/a)
PAN-AMERICAN SALES CO.,)

Plaintiff,)

-vs-

NO. 4047

THE FURNITURE CENTER, INC.,)
a corporation, and JACK MORSE,)

Defendants.)

FILED

APR - 5 1957

J U D G M E N T

NOBLE C. HOOD
Clerk, U.S. District Court

Now on this 5th day of April, 1957, the court finds that the defendant Jack Morse is in default. The court further finds that the said defendant Jack Morse is justly indebted to the plaintiff, as alleged in petition herein filed, and that judgment should be entered against the defendant Jack Morse.

IT IS THEREFORE, ORDERED, that the plaintiff have and recover judgment against defendant Jack Morse in the amount of \$3,324.86, with interest at the rate of six per cent per annum from and after the 1st day of August, 1956, together with the costs of this action.

By Royce H. Sarge
J U D G E

O. K. as to form

Ben. Shuler
Attorney for plaintiff

O. K. as to form

Armi E. Wynn
Attorney for defendant

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT
OF OKLAHOMA

GEORGIA WILLIAMS,)
)
 Plaintiff,)
-vs-)
)
 TULSA CITY LINES, INC., a corporation,)
)
 Defendant.)

No. 4118-Civil

FILED

APR - 5 1957

NOBLE C. HOOD
Clerk, U.S. District Court

The above entitled cause came on regularly for

trial this 3rd day of April, 1957, a jury being waived and the court having duly considered the evidence and being fully advised in the premises now finds the following:

FINDINGS OF FACT

I.

That the plaintiff is a resident of the State of Oklahoma, that the defendant was and is now a non-resident of the State of Oklahoma and that the amount in controversy exceeds the sum of \$3,000.00 exclusive of interest and costs.

II.

That the evidence failed to show or support negligence on the part of the defendant.

CONCLUSIONS OF LAW

From the foregoing facts, the court concludes:

I.

That the court has jurisdiction over the persons and subject matter of this lawsuit.

II.

That the plaintiff failed to sustain the burden of proof.

DECREE

This cause, having come on for trial this 3rd day of April, 1957, the court being fully advised in the premises finds that plaintiff take

nothing by her complaint and that defendants have judgment for their costs and disbursements herein expended.

Let judgment be entered accordingly.

Dated this 5th day of April, 1957.

Royce H. Savage
United States District Judge

Approved as to form:

Hughy B. Felt
Attorney for Plaintiff

Joseph M. Best
Attorney for Defendant

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA.

FILED

APR - 5 1957

NOBLE C. HOOD
Clerk, U.S. District Court

Willard Worsham VandenBos,

Plaintiff,

-vs-

The Atchison, Topeka, and Santa
Fe Railway Company, a corporation,

Defendant.

No. 4135-Civil.

ORDER OF DISMISSAL.

Now, on this 5th day of April, 1957,
comes on for hearing the stipulation of dismissal of plain-
tiff and defendant hereto in the above entitled cause. The
Court finds that said cause has been settled and that defen-
dant has this date paid to plaintiff, Willard Worsham
VandenBos, Ten Thousand and no/100ths Dollars (\$10,000.00)
in full settlement, release and satisfaction of plaintiff's
cause of action set forth in the petition herein, and that
said plaintiff has accepted said sum in full satisfaction,
release and discharge of her cause of action and claim
against the defendant, and the Court, after due considera-
tion, finds that said dismissal should be approved.

IT IS, THEREFORE, ORDERED that this
cause be, and the same is, hereby dismissed with prejudice
at the cost of the defendant.

Raymond
JUDGE

APPROVED AS TO FORM

Worth & Huff
Robert W. Huff
Attorneys for Plaintiff

Raymond, Flynn & Anderson
Andrew Pette
Attorneys for Defendant.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA.

United States of America,

Plaintiff,

vs.

1,049.37 Acres of Land, More or Less,
Situate in Rogers County, Oklahoma,
and Miles Dana Bacon, et al, and
Unknown Owners,

Defendants.

CIVIL ACTION NO. _____

4169

FILED

APR - 3 1957

NOBLE C. HOOD
Clerk, U. S. District Court

ORDER FOR DELIVERY OF POSSESSION

This action coming on for hearing upon Motion of the Plaintiff for an Order for the Surrender of Possession of the property described in the Complaint filed herein to plaintiff, and it appearing that the plaintiff is entitled to possession of said property.

IT IS HEREBY ORDERED that all defendants in this action and all persons in possession or control of the property described in the Complaint filed herein shall surrender possession of said property, to the extent of the estate being condemned, to plaintiff ^{FILED} ~~immediately~~ ^{APR 30, 1957}, provided that a copy of this Order be served upon all known persons in possession or control of the property on or before April 30th, 1957.

DATED this 2nd day of April, 1957.

Loyce H. Savage

U. S. DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA.

National Farmers Union Property & Casualty Co.,
)
)
) Plaintiff,
)
)
) vs.
)
) Wayne Wright; and Ed L. Erwin,
) Administrator of the Estate of
) Sylvia Wright, Deceased,
)
) Defendants.)

No. 4086.

FILED

APR 10 1957

NOBLE C. HOOD
Clerk, U.S. District Court

FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT

The above captioned coming on to be heard before me, the undersigned Judge of the United States District Court for the Northern District of Oklahoma, on this 5th day of April, 1957, pursuant to its regular setting for hearing on the Motion For Summary Judgment filed by plaintiff, plaintiff appearing by its attorney, David J. Morrison; the defendant, Ed L. Erwin, Administrator of the Estate of Sylvia Wright, Deceased, although being duly served with Summons, has appeared not, nor has any answer been filed to the Petition of plaintiff on his behalf; the defendant, Wayne Wright, has not been served with Summons, nor does he make an appearance at this hearing. Whereupon, the Court proceeds to review the pleadings and exhibits offered in support of the Motion, and having heard argument of counsel and being well and fully advised in the premises, the Court makes the following findings of fact, conclusions of law, and enters the following judgment:

FINDINGS OF FACT

1. That plaintiff is a citizen of the State of Utah; and the defendant, Ed L. Erwin, Administrator of the Estate of Sylvia Wright, Deceased, is a resident of the State of Oklahoma.
2. That on the 10th day of September, 1954, Wayne Wright and Sylvia Wright, now deceased, were husband and wife, and residents of the same household, to-wit, the household of her father, Leonard Tucker.
3. That Wayne Wright is the plaintiff in an action filed in the Common Pleas Court of Tulsa County, State of Oklahoma, seeking damages for personal injuries against Ed L. Erwin, Administrator of the Estate of Sylvia Wright, Deceased.
4. That Ed L. Erwin, as Administrator of the Estate of Sylvia Wright, Deceased, has made demand upon plaintiff to furnish a defense to the said State Court action and to pay any judgment rendered therein up to the limits of liability set forth in an insurance policy designated No. 153488, wherein Leonard Tucker appears to be the named insured, and by reason of the allegation in the State Court action that Sylvia Wright, during her lifetime was the operator of said vehicle and thereby an additional insured thereunder.

5. That the policy of insurance above designated contains as an exclusion any coverage to the insured or any member of the family of the insured residing in the same household as the insured.

CONCLUSIONS OF LAW

1. There is a diversity of citizenship, and this Court has jurisdiction of this action.

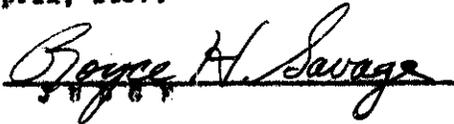
2. There is no obligation on the plaintiff herein to defend the State Court action brought by Wayne Wright against the Estate of his wife, Sylvia Wright, Deceased.

3. Said policy of insurance affords no protection nor obligation on behalf of Ed L. Erwin, Administrator of the Estate of Sylvia Wright, Deceased.

JUDGMENT

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Motion For Summary Judgment filed on behalf of the plaintiff is hereby sustained, and that plaintiff is under no obligation to Ed L. Erwin, Administrator of the Estate of Sylvia Wright, Deceased, to either defend the case of Wayne Wright, a minor, by Cecil Wright, his father and next friend, vs. Ed L. Erwin, Administrator of the Estate of Sylvia Wright, Deceased, being numbered 46063, pending in the Common Pleas Court in and for Tulsa County, Oklahoma, nor is said plaintiff obligated to pay any judgment that might be rendered therein.

DATED This 10th day of April, 1957.



3/17/57

O.K.

BUTLER, RINEHART & MORRISON

BY: 1st David J. Morrison .
Attorneys for Plaintiff.

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE NORTHERN DISTRICT
OF OKLAHOMA

JIMMIE DOUGLAS MULLIN and DEBORAH MULLIN,
infants under the age of 21 years, who sues by Irma
Sanford, their natural guardian and administratrix
of their father's estate, Jimmie Albert Mullin,
deceased,

Plaintiffs,

No. 4101 - Civil

-vs-

JUANITA DIXON and the estate of RICHARD C. DIXON,

Defendants.

FILED

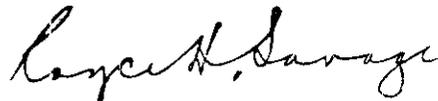
APR 10 1957

NOBLE C. HOOD
Clerk, U.S. District Court

O R D E R

WHEREAS, the plaintiff and the defendant, Juanita Dixon, filed a Stipulation herein, agreeing to sell a 1956 Lincoln automobile, now under attachment and to substitute the proceeds thereof in lieu and place thereof, and to deposit the proceeds from such sale of \$323.50 with the Court Clerk, pending the further Order of this Court, and the Court finds that such Stipulation should be approved and that such substitution made, and the car released and the sale consummated thereof, to Bill Beard Auto Salvage, for \$323.50.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Court that the Stipulation of the parties be and the same is hereby approved, and the Marshal of this Court and the Burtrum Motor Company of Miami, Oklahoma, be and they are hereby ordered and directed to deliver one 1956 Lincoln automobile to Bill Beard Auto Salvage.



JUDGE OF THE UNITED STATES DISTRICT
COURT FOR THE NORTHERN DISTRICT OF
OKLAHOMA.

APPROVED:


Attorney for Plaintiffs.

SANDERS, McELROY & SMITH

By: 
Attorneys for Defendant, Juanita Dixon

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Robert L. Studebaker, surviving husband)
of Wanda Studebaker, deceased,)

Plaintiff,)

vs.)

No. 4129 Civil

Stone Brothers Buick, Inc., a Corporation,)
and General Motors Corporation, Buick)
Motor Division,)

Defendants.)

FILED

APR 10 1957

NOBLE C. HOOD
Clerk, U.S. District Court

JOURNAL ENTRY OF JUDGMENT

Now on this the 10th day of April, 1957, this cause comes on for hearing upon its merits. The parties appeared in person and by their respective counsel of record. And both sides in open court having waived a jury the court proceeded to the trial of said cause. Plaintiff introduced his evidence and rested, and the court being fully advised in the premises, and upon consideration thereof, finds:

1.

The court finds that Wanda Studebaker, plaintiff's decedent, died on the 25th day of March, 1956 as a result of the collision and impact described in plaintiff's complaint. That she left surviving her as her heirs at law and next of kin, Robert L. Studebaker, Jr., and Deborah Kay Studebaker, minors. That the said Wanda Studebaker died intestate in Tulsa County, Oklahoma and that no personal representative has been appointed for the estate of the said Wanda Studebaker.

11.

The court finds this action was brought by the plaintiff, Robert L. Studebaker as surviving husband of Wanda Studebaker, deceased, for the benefit of himself as such surviving husband and on behalf of said minor children, the

heirs at law and next of kin of the said Wanda Studebaker, deceased.

111.

The court finds from the testimony that Wanda Studebaker died immediately after the collision and impact described in plaintiff's complaint and that she suffered no conscious pain and suffering between the time of the collision and her death.

1V.

The court finds from the testimony that plaintiff is entitled to recover of and from the defendants, and each of them, the sum of \$15,000.00 for the wrongful death of Wanda Studebaker, together with the costs of this action.

V.

The court finds that Robert L. Studebaker, Jr., Deborah Kay Studebaker and Robert L. Studebaker have each sustained a pecuniary loss in the sum of \$5,000.00.

The court finds that the sum of \$15,000.00, when paid under the terms of this judgment, shall constitute a trust fund for the benefit of said minor children and the plaintiff and that by reason of the trust character of the proceeds of said judgment, monies paid plaintiff in payment of said judgment are not properly a part of the estate of the deceased and are not subject to administration.

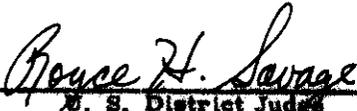
VI.

It is found by the court that the plaintiff, Robert L. Studebaker, shall distribute the proceeds of the payment of this judgment in the following manner:

\$5,000.00 to Robert L. Studebaker, Jr.,
\$5,000.00 to Deborah Kay Studebaker
\$5,000.00 to himself as surviving husband of Wanda Studebaker, deceased.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff, Robert L. Studebaker, surviving husband of Wanda Studebaker, deceased, have and recover from defendants, Stone Brothers Buick, Inc., a Corporation, and General Motors Corporation, Buick Motor Division, and each of them, the sum of Fifteen Thousand and No/100 (\$15,000.00) Dollars, together with the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the payment of this judgment plaintiff, Robert L. Studebaker, as surviving husband of Wanda Studebaker, deceased, shall distribute Five Thousand (\$5,000.00) Dollars of said payment to Robert L. Studebaker, Jr., Five Thousand (\$5,000.00) Dollars to Deborah Kay Studebaker, and Five Thousand (\$5,000.00) Dollars to himself as surviving husband of Wanda Studebaker, deceased.



U. S. District Judge

Approved as to form:



Attorney for Plaintiff



Attorney for Stone Brothers
Buick, Inc., a Corporation



Attorney for General Motors
Corporation, Buick Motor Division

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Robert L. Studebaker,

Plaintiff,

vs.

No. 4123 Civil

Stons Brothers Buick, Inc., a Corporation,
and General Motors Corporation, Buick
Motor Division,

Defendants.

FILED

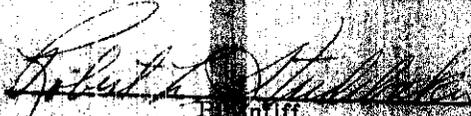
APR 10 1957

NOBLE C. HOOD
Clerk, U.S. District Court

MOTION TO DISMISS WITH PREJUDICE

Comes now the plaintiff above named and respectfully moves
the court to dismiss the above styled and numbered action with prejudice,
and for grounds for said motion, states:

That all of the issues in this cause have been fully settled and
compromised between the parties for good and valuable consideration re-
ceived.


Plaintiff


Attorney Plaintiff

IT IS HEREBY ORDERED that the above styled and numbered
action be dismissed with prejudice to the right to bring a future action, at
the cost of defendants, this 10th day of April, 1957.


U.S. District Judge

rdh/mr

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

CITY OF PAWUSKA, OKLAHOMA,
A MUNICIPAL CORPORATION,

Plaintiff,

vs.

TRACT NO. 1, 200 ACRES OF LAND,
OSAGE COUNTY, OKLAHOMA, ETC.,

Defendants.

O R D E R

Civil Action
No. 4057

FILED

APR 12 1957

NOBLE C. HOOD
Clerk, U. S. District Court

Now on this 12 day of April, 1957 this matter came on for hearing for order fixing the title of a portion of the property involved herein and directing the clerk to disburse funds.

The court finds that on April 13, 1957 order was entered appointing Kenneth Crouch, T. B. Harp and C. H. Keplinger as commissioners to fix the value of the property involved; that on March 28, 1957 they filed their report herein fixing the value of tracts No. 4 and 5 as follows:

Tract No. 4.

130 acres of land described as the Southwest Quarter of the Northeast Quarter and South Half of the Northwest Quarter of the Northeast Quarter and Northeast Quarter of the Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Southwest Quarter and the East Half of the Northwest Quarter of the Southwest Quarter of Section 27, Township 26 North, Range 8 East, Osage County, Oklahoma.

Surface owner: Arita Jump

Value: \$9,250.00

Agricultural lessee: Floyd Cheshewalla

Value: 1,380.00

Tract No. 5.

90 acres of land described as the Southeast Quarter of the Northeast Quarter of the Northwest Quarter and the South Half of the Northwest Quarter of Section 27, Township 26 North, Range 8 East, Osage County, Oklahoma.

Surface owner: Arita Jump 2/3
Kenneth Jump 1/3

Value: \$2,950.00

Agricultural lessee: Floyd Cheshewalla

Value: 250.00

The court finds that the awards so made have been paid to the clerk of this court by the plaintiff, City of Pawhuska, Oklahoma, and that the plaintiff is entitled to the immediate possession and fee simple ownership of the said property, subject to the Osage mineral reservation and to the rights of oil lessees.

The court further finds that the clerk of this court be and he is hereby ordered to disburse the funds so paid by paying to the Bureau of Indian Affairs through the Osage Indian Agency at Pawhuska, Oklahoma, the funds deposited for the benefit of Arita Jump and Kenneth Jump and by paying the funds deposited for the benefit of Floyd Cheshewalla directly to him through his attorney, L. M. Colville, of Pawhuska, Oklahoma.

IT IS THEREFORE ORDERED BY THE COURT that the title and ownership of the City of Pawhuska, Oklahoma, of the fee simple title in the above property, subject only to the rights of the Osage Indian tribe and of the oil lessees, be and the same is hereby confirmed; that the clerk of this court is directed to disburse the funds now in his possession as above set forth.

Royce H. Savage
(Royce H. Savage) Judge

C. K.

Matthew J. Kane
(Matthew J. Kane)
Attorney for Plaintiff

L. M. Colville
(L. M. Colville)
Attorney for Floyd Cheshewalla

Hayden B. Crawford
(Hayden B. Crawford)
United States District Attorney

Russell H. Smith
(Russell H. Smith)
Assistant United States
District Attorney

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

APR 16 1957

NOBLE C. HOOD
Clerk, U.S. District Court

DEAN LANDES,

Plaintiff,

vs.

REITER-FOSTER OIL CORPORATION,
a corporation,

Defendant and
Third-Party Plaintiff,

vs.

DON W. JONES and DEAN LANDES,

Third-Party Complaint.

No. 4083

ORDER GRANTING SUMMARY JUDGMENT

The above entitled cause came before the Court on the 10th day of April, 1957, upon the Motion for a Summary Judgment of the Third-Party Defendant, Don W. Jones, in accordance with the provisions of Rule 56 (b) and (g) of the Rules of Civil Procedure.

R. Robert Huff, appeared on behalf of the Third-Party Defendant, Don W. Jones; Max G. Cohen appeared on behalf of the Plaintiff and Third-Party Defendant, Dean Landes; Robert Farris, appeared on behalf of the Defendant, Reiter-Foster Oil Corporation; Fenelen Boesche and Robert Martin appeared on behalf of the Defendants George A. Angle, d/b/a Frontier Oil Company, Thom Cooper, R. E. Cooper, Jr., Jack Cooper, Milton McGreevey, and T-J Transport Company, Inc.

The Court finds that the pleadings on file herein and the testimony adduced in the depositions of Dean Landes, taken on

January 8, 1957, and Emil D. Hegyi, taken on February 25, 1957, establish that there is no genuine issue as to any material fact and that the Third-Party Defendant, Don W. Jones, is entitled to judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Third-Party Defendant's Motion for Summary Judgment be, and the same hereby is, granted; that Reiter-Foster Oil Corporation entered into an agreement to pay Don W. Jones a broker's commission upon the purchase of certain oil and gas properties from George A. Angle and others, which said commission was to be paid to Don W. Jones in the form of 22,500 shares of Reiter-Foster Oil Corporation Common stock upon the consummation of the purchase; that the purchase has been completed with Reiter-Foster Oil Corporation acquiring said properties, and Don W. Jones has completed all services on behalf of Reiter-Foster Oil Corporation for which he was to receive said 22,500 shares of Reiter-Foster Oil Corporation Common stock; that Reiter-Foster Oil Corporation is hereby directed to forthwith transfer and deliver said 22,500 shares of Reiter-Foster Oil Corporation Common stock to Don W. Jones; that the delivery of said 22,500 shares of Reiter-Foster Oil Corporation Common stock to Don W. Jones shall constitute full and complete payment by Reiter-Foster Oil Corporation to Don W. Jones for said broker's commission.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff and Third-Party Defendant, Dean Landes, claims to have represented George A. Angle, Thom Cooper, Milton McGreevey, Jack Cooper, R. E. Cooper, Jr., and J-T Transport Company, Inc., as a broker for the sale of certain oil and gas properties, for which he claims to be entitled to a commission from them, only; that Dean Landes has no claim for a broker's commission from Reiter-Foster Oil Corporation arising out of the purchase of said oil and gas properties; that Landes has no claim or interest in whole or in part to said 22,500 shares of Reiter-Foster Oil

Corporation Common stock herein ordered to be paid by Reiter-Foster Oil Corporation to Don W. Jones; that Landes has no claim or interest against Don W. Jones in any manner arising out of said purchase of oil and gas properties by Reiter-Foster Oil Corporation from George A. Angle and others.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs, expenses, and attorneys fees incurred by Reiter-Foster Oil Corporation in connection with the Third-Party Procedure in this cause shall be borne and paid by Reiter-Foster Oil Corporation, and that the costs, expenses, and attorneys fees incurred by Don W. Jones in this cause shall be borne and paid by Don W. Jones.

DATED this 16 day of April, 1957.

/s/ ROYCE H. SAVAGE
Judge

APPROVAL AS TO FORM:

/s/ MAX G. COHEN
Max G. Cohen, Attorney for Dean Landes

/s/ ROBERT FARRIS
Robert Farris, Attorney for Reiter-Foster Oil Corporation

/s/ FENELON BOESCHE
Fenelon Boesche, Attorney for George A. Angle, Thom Cooper, Milton McGreevey, R. E. Cooper, Jr., Jack Cooper and T-J Transport Company, Inc.

/s/ R. ROBERT HUFF
R. Robert Huff, Attorney for Don W. Jones

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

PITTSBURGH TESTING LABORATORY,

Plaintiff,

vs.

FARNSWORTH & CHAMBERS CO., INC.,

Defendant.

No. 3808 Civil

FILED

APR 17 1957

J U D G M E N T

NOBLE C. HOOD
Clerk, U. S. District Court

Now on this 17th day of April, 1957 the Court having made Findings of Fact and Conclusions of Law which have been filed herein, it is now therefore ordered, adjudged and decreed that plaintiff take nothing by reason of its Complaint filed herein and that defendant be discharged and recover its costs herein expended.

/s/ ROYCE H. SAVAGE
U. S. DISTRICT JUDGE

Approved as to form:
Houston, Klein, Davidson
By R. L. Davidson, Jr.

Approved as to form:
Poe, Murdock & Langford
By John H. Poe

IEU:lg
4/18/57

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT
OF OKLAHOMA

STANFORD PETROLEUM CORPORATION,
a Corporation,

Plaintiff

vs.

EDWARD ACKLEY, et. al.

Defendants

No. 3877 Civil

FILED

APR 18 1957

NOBLE C. HOOD
Clerk, U.S. District Court

ORDER DISMISSING ACTION AND DISMISSING
GARNISHMENT PROCEEDINGS

Now on this 18th day of April, 1957, there having been presented to the undersigned United States District Judge, the motion filed herein for the plaintiff seeking an order to dismiss the action filed herein without prejudice, and to dismiss all of the garnishment proceedings filed herein, and the Court having considered the same and being well and sufficiently advised in the premises finds that said motion should be granted.

IT IS THEREFORE ORDERED BY THIS COURT that the above styled and numbered action be and the same is hereby dismissed without prejudice at the cost of the plaintiff.

IT IS FURTHER ORDERED BY THIS COURT that all garnishment proceedings heretofore had herein as against Sohio Petroleum Company be and the same are hereby dismissed and the said Sohio Petroleum Company be and they are hereby released from any further liability in this matter.

12 Royce H. Swope
United States District Judge

IN THE UNITED STATES COURT FOR THE NORTHERN DISTRICT OF
OKLAHOMA

OTTO FUCHS, K. G., Metallwerke, whose
principal office is at Meinershagen (Westfalen),
Germany,

Plaintiff,

vs.

STANDARD MAGNESIUM CORPORATION,
whose principal office is at Tulsa, Oklahoma,

Defendant.

Civil Action
No. 3952

FILED

APR 23 1957

NOBLE C. HOOD
Clerk, U.S. District Court

FINDINGS OF FACT, CONCLUSIONS OF LAW
AND JUDGMENT

FINDINGS OF FACT

1. Plaintiff is a citizen and resident of the Federal Republic of Germany and defendant is a corporation organized under the laws of the State of Kansas and doing business in the State of Oklahoma. The amount in controversy exceeds the sum of \$3,000.00, and the Court has jurisdiction of the parties and subject matter of the action.
2. Plaintiff purchased from defendant, in interstate commerce, certain material designated "raw magnesium."
3. The written contract between the parties provided: "All disputes arising in connection with the present contract shall be finally settled under the rules of conciliation and arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the rules."
4. Plaintiff complained that the material purchased was not in conformity with the contract, and invoked arbitration.
5. Defendant refused to arbitrate.

6. The rules of the International Chamber of Commerce provide for ex parte arbitration in the event one party refuses.

7. Ex parte arbitration proceedings were held at Oslo, Norway, before an arbitrator appointed by the Court of Arbitration of the I.C.C., as provided by its rules, and on October 21, 1955, an award made for plaintiff and against defendant, for 51,847.92 Deutsche Marks. The equivalent thereof in United States dollars is \$12,371.28.

8. The award directed defendant to pay the costs of arbitration of \$600.00 but denied plaintiff's claim for its own expenses for the reason that the rules of arbitration of the I.C.C. do not provide for such reimbursement. The plaintiff has paid the costs of arbitration to the International Chamber of Commerce.

9. In a previous action, plaintiff filed its motion for an order confirming the award, and for entry of judgment thereon under the U.S. Arbitration Act. The motion was denied, without prejudice to any other remedy plaintiff might have. No appeal was taken.

10. Plaintiff thereupon filed this common law action upon the award for the amount of the award and the sum of \$600.00, the costs of arbitration.

11. Defendant asserted four defenses

(1) That the arbitration was not had pursuant to the rules of arbitration of the I.C.C. (in that the rules provide that where there is disagreement between the parties as to whether they are bound by an arbitration clause, the Court of Arbitration shall decide the issue, the Court being a permanent body which appoints the arbitrators for individual cases, and reserves approval of the award, but the Court of Arbitration, such disagreement having arisen, submitted the question to the arbitrator rather than deciding itself).

(2) That the arbitrator, under the rules and submission, was required to decide the issues according to law. That under the law of Norway the law of the United States is the law of the contract, and that the arbitrator ignored the laws of the United States.

(3) That the award was obtained upon false and fraudulent evidence of the metallic content of the material delivered, when in truth and in fact the material did have the metallic content required by the contract of sale.

(4) That prior to commencement of the arbitration the defendant revoked and repudiated the agreement to arbitrate, and the authority of the arbitrator to bind it.

CONCLUSIONS OF LAW

1. Upon plaintiff's Motion for Summary Judgment, the Court concludes that none of the defenses asserted constitutes a defense to the action upon the award and the Motion for Summary Judgment should be sustained.

2. With reference to the defense of fraud, the Court concludes that the fraud alleged is intrinsic as opposed to extrinsic, and, if proved, is not such fraud as would invalidate the award.

3. With reference to the defense of revocation the Court finds that under the U. S. Arbitration Act, 9 U.S.C., and the authority of *Kentucky River Mills v. Jackson*, 206 F. 2d 111, the agreement to arbitrate is irrevocable, and though the defendant may have, at common law, revoked the agreement, resort to the enforcement provisions of the Arbitration Act was not required.

4. The award of DM 51,847.92 is valid, and judgment should be entered against defendant in the dollar equivalent thereof.

5. The sum of \$600.00, the costs of arbitration ordered paid by defendant, has been paid by plaintiff and plaintiff may recover said amount.

JUDGMENT

It is hereby adjudged that Otto Fuchs, K.G., Metallwerke, have and recover from Standard Magnesium Corporation the sum of \$12,371.28 with interest at 6 per cent from October 21, 1955, and costs of arbitration in the sum of \$600.00 and costs.

Judgment entered this 22 day of Apr, 1957.

Royce H. Savage
Royce H. Savage, Judge

Approved as to form:

Louis May
Attorney for Plaintiff

Harold M. Crowe, Jr.
Attorney for Defendant

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE NORTHERN DISTRICT OF OKLAHOMA

L. E. HEIZER

Plaintiff

vs.

ORAL LLOYD CALLAWAY, AND
PAT KEATHLY DBA FUNERAL CAR
EXCHANGE

Defendants

No. 4013-Civil

FILED

APR 25 1957

NOBLE C. HOOD
Clerk, U.S. District Court

JOURNAL ENTRY OF JUDGMENT

Now on this 16th day of April, 1957, the above styled and numbered cause came on for trial before the Honorable W. R. Wallace, Judge, pursuant to regular setting. Plaintiff appeared in person and by his attorneys of record, Ben L. Murdock and W. E. Rutledge, and the defendants appeared in person and by their attorney, Duke Duvall. The case was called for trial, plaintiff announced ready for trial, and the defendants announced ready for trial. Whereupon a jury of twelve qualified persons to serve as jurors was duly impaneled and sworn to try the issues in said cause. Thereafter, all witnesses were sworn in open court. The rule was requested by the defendants. Thereupon opening statement was made by plaintiff's attorney, and opening statement was made by defendants' attorney, after which evidence was offered by plaintiff, and the hour of adjournment having arrived the jury was duly admonished and the cause continued until April 17, 1957, at 9:30 o'clock A.M.

And now on this 17th day of April, 1957, the trial continued. The jury was in the box, and plaintiff and defendants were present. Plaintiff continued his evidence and rested his case. Whereupon each of the defendants separately demurred to the evidence of plaintiff. Said demurrers were overruled

and exceptions allowed. Thereafter the defendants offered their testimony and rested. Plaintiff offered rebuttal, and both sides rested. At the close of all the evidence, the defendants each separately renewed their motions for summary judgment, which were by the court overruled, and each defendant separately moved for a directed verdict, which motions were by the court overruled, and exceptions duly allowed.

Thereafter, argument of counsel was had and the jury instructed by the court, after which the jury retired to the jury room, and after due deliberation the jury returned a verdict in favor of plaintiff in the amount of \$12,600.00, which was by the court received and filed and judgment entered thereon.

IT IS THEREFORE THE ORDER, JUDGMENT, AND DECREE OF THE COURT that plaintiff, L. E. Heizer, have and recover judgment against the defendants, and each of them, Oral Lloyd Callaway and Pat Keathly doing business as Funeral Car Exchange, the sum of \$12,600.00, and his costs, for all of which let execution issue.


United States District Judge

O. K.

Attorneys for Plaintiff

Attorney for Defendants

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE NORTHERN DISTRICT OF OKLAHOMA

WANDA HEIZER

Plaintiff

vs.

ORAL LLOYD CALLAWAY, AND
PAT KEATHLY DBA FUNERAL CAR
EXCHANGE

Defendants

No. 4014-Civil

FILED

APR 25 1957

NOBLE C. HOOD
Clerk, U.S. District Court

JOURNAL ENTRY OF JUDGMENT

Now on this 16th day of April, 1957, the above styled and numbered cause came on for trial before the Honorable W. R. Wallace, Judge, pursuant to regular setting. Plaintiff appeared in person and by her attorneys, Ben L. Murdock and W. E. Rutledge, and the defendants appeared in person and by their attorney, Duke Duvall. The case was called for trial, plaintiff announced ready for trial, and the defendants announced ready for trial. Whereupon a jury of twelve qualified persons to serve as jurors was duly impaneled and sworn to try the issues in said cause. Thereafter, all witnesses were sworn in open court. The rule was requested by the defendants. Thereupon opening statement was made by plaintiff's attorney, and opening statement was made by defendants' attorney, after which evidence was offered by plaintiff, and the hour of adjournment having arrived the jury was duly admonished and the cause continued until April 17, 1957, at 9:30 o'clock A.M.

And now on this 17th day of April, 1957, the trial continued. The jury was in the box, and plaintiff and defendants were present. Plaintiff

continued her evidence and rested her case. Whereupon each of the defendants separately demurred to the evidence of plaintiff. Said demurrers were overruled and exceptions allowed. Thereafter the defendants offered their testimony and rested. Plaintiff offered rebuttal, and both sides rested. At the close of all the evidence, the defendants each separately renewed their motions for summary judgment, which were by the court overruled, and each defendant separately moved for a directed verdict, which motions were by the court overruled, and exceptions duly allowed.

Thereafter, argument of counsel was had and the jury instructed by the court, after which the jury retired to the jury room, and after due deliberation the jury returned a verdict in favor of plaintiff in the amount of \$144.50, which was by the court received and filed and judgment entered thereon.

IT IS THEREFORE THE ORDER, JUDGMENT, AND DECREE OF THE COURT that plaintiff, Wanda Heizer, have and recover judgment against the defendants, and each of them, Oral Lloyd Callaway and Pat Keathly doing business as Funeral Car Exchange, the sum of \$144.50, and her costs, for all of which let execution issue.


United States District Judge

O. K.

Attorneys for Plaintiff

Attorney for Defendants

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE NORTHERN DISTRICT OF OKLAHOMA

LAVONE ENLOW

Plaintiff

vs.

ORAL LLOYD CALLAWAY, AND
PAT KEATHLY DBA FUNERAL CAR
EXCHANGE

Defendants

No. 4015-Civil

FILED

APR 25 1957

NOBLE C. HOOD
Clerk, U.S. District Court

JOURNAL ENTRY OF JUDGMENT

Now on this 16th day of April, 1957, the above styled and numbered cause came on for trial before the Honorable W. R. Wallace, Judge, pursuant to regular setting. Plaintiff appeared in person and by her attorneys, Ben L. Murdock and W. E. Rutledge, and the defendants appeared in person and by their attorney, Duke Duvall. The case was called for trial, plaintiff announced ready for trial, and the defendants announced ready for trial. Whereupon a jury of twelve qualified persons to serve as jurors was duly impaneled and sworn to try the issues in said cause. Thereafter, all witnesses were sworn in open court. The rule was requested by the defendants. Thereupon opening statement was made by plaintiff's attorney, and opening statement was made by defendants' attorney, after which evidence was offered by plaintiff, and the hour of adjournment having arrived the jury was duly admonished and the cause continued until April 17, 1957, at 9:30 o'clock A.M.

And now on this 17th day of April, 1957, the trial continued. The jury was in the box, and plaintiff and defendants were present. Plaintiff

continued her evidence and rested her case. Whereupon each of the defendants separately demurred to the evidence of plaintiff. Said demurrers were overruled and exceptions allowed. Thereafter the defendants offered their testimony and rested. Plaintiff offered rebuttal, and both sides rested. At the close of all the evidence, the defendants each separately renewed their motions for summary judgment, which were by the court overruled, and each defendant separately moved for a directed verdict, which motions were by the court overruled, and exceptions duly allowed.

Thereafter, argument of counsel was had and the jury instructed by the court, after which the jury retired to the jury room, and after due deliberation the jury returned a verdict in favor of plaintiff in the amount of \$2,000.00, which was by the court received and filed and judgment entered thereon.

IT IS THEREFORE THE ORDER, JUDGMENT, AND DECREE OF THE COURT that plaintiff, Lavone Enlow, have and recover judgment against the defendants, and each of them, Oral Lloyd Callaway and Pat Keathly doing business as Funeral Car Exchange, the sum of \$2,000.00, and her costs, for all of which let execution issue.



United States District Judge

O. K.

Attorneys for Plaintiff

Attorney for Defendants

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE NORTHERN DISTRICT OF OKLAHOMA

DALLINE ENLOW

Plaintiff

vs.

No. 4016-Civil

ORAL LLOYD CALLAWAY, AND
PAT KEATHLY DBA FUNERAL CAR
EXCHANGE

Defendants

FILED

APR 25 1957

NOBLE C. HOOD
Clerk, U.S. District Court

JOURNAL ENTRY OF JUDGMENT

Now on this 16th day of April, 1957, the above styled and numbered cause came on for trial before the Honorable W. R. Wallace, Judge, pursuant to regular setting. Plaintiff appeared in person and by her attorneys, Ben L. Murdock and W. E. Rutledge, and the defendants appeared in person and by their attorney, Duke Duvall. The case was called for trial, plaintiff announced ready for trial, and the defendants announced ready for trial. Whereupon a jury of twelve qualified persons to serve as jurors was duly impaneled and sworn to try the issues in said cause. Thereafter, all witnesses were sworn in open court. The rule was requested by the defendants. Thereupon opening statement was made by plaintiff's attorney, and opening statement was made by defendants' attorney, after which evidence was offered by plaintiff, and the hour of adjournment having arrived the jury was duly admonished and the cause continued until April 17, 1957, at 9:30 o'clock A.M.

And now on this 17th day of April, 1957, the trial continued. The jury was in the box, and plaintiff and defendants were present. Plaintiff

continued her evidence and rested her case. Whereupon each of the defendants separately demurred to the evidence of plaintiff. Said demurrers were overruled and exceptions allowed. Thereafter the defendants offered their testimony and rested. Plaintiff offered rebuttal, and both sides rested. At the close of all the evidence, the defendants each separately renewed their motions for summary judgment, which were by the court overruled, and each defendant separately moved for a directed verdict, which motions were by the court overruled, and exceptions duly allowed.

Thereafter, argument of counsel was had and the jury instructed by the court, after which the jury retired to the jury room, and after due deliberation the jury returned a verdict in favor of plaintiff in the amount of \$75.00, which was by the court received and filed and judgment entered thereon.

IT IS THEREFORE THE ORDER, JUDGMENT, AND DECREE OF THE COURT that plaintiff, Dalline Enlow, have and recover judgment against the defendants, and each of them, Oral Lloyd Callaway and Pat Keathly doing business as Funeral Car Exchange, the sum of \$75.00, and her costs, for all of which let execution issue.


United States District Judge

O.K.

Attorneys for Plaintiff

Attorney for Defendants

IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

COLONIAL HOUSING CORPORATION,
Plaintiff,

vs.

THE UNITED STATES,
Defendant.

Civil No. 3989

FILED

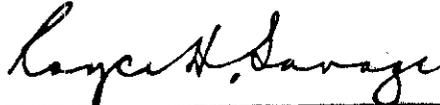
APR 26 1957

NOBLE C. HOOD
Clerk, U.S. District Court

ORDER OF DISMISSAL

Pursuant to stipulation of the parties, it is hereby
ordered that the above entitled action be and the same is hereby
dismissed, with prejudice, each party to bear its respective
costs.

DATED this 26TH day of April, 1957.



United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

CITY OF PAWHUSKA, OKLAHOMA,
A MUNICIPAL CORPORATION,

Plaintiff,

vs.

TRACT NO. 1, ETC.,

Defendants. :

O R D E R

Civil File No. 4057

FILED

APR 26 1957

NOBLE C. HOOD
Clerk, U.S. District Court

Now on this 26th day of April, 1957 this matter came on for hearing for order fixing the title of a portion of the property involved herein and directing the clerk to disburse funds.

The court finds that on March 13, 1957 order was entered appointing Kenneth Crouch, T. B. Harp and C. H. Keplinger as commissioners to fix the value of the property involved; that on March 28, 1957 they filed their report fixing the value of tracts No. 6, 8 and 10 as follows:

Tract No. 6. Departmental oil mining lease covering all that portion of the Southeast Quarter of Section 26, Township 26 North, Range 8 located below government elevation 880 feet, containing 124.9 acres.

Owner: Wiley Holden, Jr.

Value: \$6,250.00

Tract No. 8. Departmental oil mining lease covering all that portion of the Southeast Quarter of Section 27, Township 26 North, Range 8 East located below government elevation 880 feet, containing 39.7 acres.

Owner: Wiley Holden, Jr.

Value: \$1,400.00

Tract No. 10. Departmental oil mining lease covering all that portion of the Northwest Quarter of Section 27, Township 26 North, Range 8 East located below government elevation 880 feet, containing 31.7 acres.

Owner: Wiley Holden, Jr.

Value: \$1,100.00

The court finds that the awards so made have been paid to the clerk of this court by the plaintiff, City of Pawhuska, Oklahoma; that the plaintiff is entitled to the immediate possession and fee simple ownership of said property.

The court further finds that the clerk of this court be and he is hereby ordered to disburse the funds so paid by paying them to Wiley Holden, who is also known as Wiley Holden, Jr., through his attorney, Robert P. Kelly, of Pawhuska, Oklahoma; that the United States marshal should execute assignments of the said departmental oil mining leases to the plaintiff herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that the title and ownership of the City of Pawhuska of the above described property be and the same is hereby confirmed; that the clerk of this court is directed to disburse the funds now in his possession as above set forth and that the United States marshal is directed to execute assignment of the said leases.

Royce H. Savage
(Royce H. Savage)

District Judge

O. K.

Matthew J. Kane
(Matthew J. Kane)

Attorney for Plaintiff

Robert P. Kelly
(Robert P. Kelly)

Attorney for Defendant

Copy

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

CITY OF PAWHUSKA, OKLAHOMA,)
A MUNICIPAL CORPORATION,)

Plaintiff,)

vs.)

Civil Action No. 4057

TRACT NO. 1. 200 ACRES OF)
LAND, OSAGE COUNTY, OKLAHOMA,)
ETC.,)

Defendants.)

FILED

APR 26 1957

C L E R K

NOBLE C. HOOD
Clerk, U.S. District Court

Now on this 20th day of April, 1957 this matter came on for hearing for order fixing the title of a portion of the property involved herein and directing the clerk to disburse funds.

The court finds that upon March 13, 1957 order was entered appointing Kenneth Crouch, T. B. Harp and C. H. Keplinger as commissioners to fix the value of the property involved herein; that on March 28, 1957 they filed their report fixing the value of tract No. 18 as follows:

Tract No. 18. Departmental oil mining lease covering all that portion of the Southwest Quarter of Section 26, Township 26 North, Range 8 East, located below government elevation of 880 feet, containing 48.5 acres.

Owner: Sunray Mid-Continent Oil Company,

Value: \$1,700.00

The court finds that the award so made has been paid to the clerk of this court by the plaintiff, City of Pawhuska, Oklahoma; that the plaintiff is entitled to the immediate possession and ownership of said departmental oil mining lease.

The court further finds that the clerk of this court be and he is hereby ordered to disburse the funds so paid to the defendant, Sunray Mid-Continent Oil Company, and that the United States marshal be and he is hereby ordered and directed to execute assignment of the departmental oil mining lease to the plaintiff herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that the title and ownership of the City of Pawhuska, Oklahoma, of the above described property be and the same is hereby confirmed; that the clerk of this court is directed to disburse the funds in his possession to the defendant, Sunray Mid-Continent Oil Company, and the United States marshal is directed to execute assignment of the said property to the plaintiff herein.

ROYCE H. SAVAGE
(Royce H. Savage)

Judge

O. K.

Matthew J. Kane
(Matthew J. Kane)

Attorney for Plaintiff

M. Darwin Kirk
(M. Darwin Kirk)

Paul D. Fielding, Jr.
(Paul D. Fielding, Jr.)

Attorneys for Sunray
Mid-Continent Oil
Company

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

CITY OF PAWBUSKA, OKLAHOMA,)
A MUNICIPAL CORPORATION,)

Plaintiff,)

vs.)

Civil Action No. 4057

TRACT NO. 1, 200 ACRES OF)
LAND, OSAGE COUNTY, OKLAHOMA,)
ETC.,)

Defendants.)

FILED

APR 29 1957

NOBLE C. HOOD
Clerk, U.S. District Court

C O R D E R

Now on this 29th day of April, 1957 there came before the court the stipulation of the plaintiff and the defendants, the Service Drilling Company and Max B. Schrier, with reference to the value of tract No. 7 herein, which is described as follows:

Departmental oil mining lease covering the Northwest Quarter of Section 26, Township 26 North, Range 8 East.

The court finds that the stipulation should be approved and that the amount agreed upon therein has been paid by the plaintiff to the clerk of this court; that the title and ownership and immediate right of possession of the plaintiff to said tract is confirmed and the United States marshal is directed to execute assignment of said tract to the plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that the title and ownership and right of possession of the plaintiff to the above mentioned tract be and the same is hereby confirmed; that the United States marshal is directed to execute assignment of the lease covering the above mentioned tract to the plaintiff and the clerk of this court is directed to disburse the said funds to the defendants, Service Drilling Company 7/8 and Max B. Schrier 1/8, through their attorney, James Kirkpatrick, in the proportions mentioned.

Foyce H. Savage
(Foyce H. Savage) Judge

O. K.

Matthew J. Kane
(Matthew J. Kane)

Attorney for Plaintiff

James Kirkpatrick
(James Kirkpatrick)

Attorney for Service Drilling
Company and Max E. Schrier

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT
OF OKLAHOMA

United States of America,

Plaintiff,

vs.

1,049.37 Acres of Land, More or Less,
Situate in Rogers County, Oklahoma,
and Miles Dana Bacon, et al, and Unknown
Owners,

Defendants.

CIVIL NO. 4169

FILED
APR 30 1957
NOBLE C. HOOD
Clerk, U. S. District Court

ORDER OF DISTRIBUTION OF AMOUNT ORIGINALLY DEPOSITED AS
DEFERRED COMPENSATION - TRACTS B249-B251

Pursuant to oral motion made this date by A. L. Bell and Juanita Bell, his wife, and under the provisions of 40 U.S.C., Section 258, there being a necessity shown for the immediate distribution of moneys deposited in court in this cause and it appearing to the court that title to Tracts B249 and B251 is in A. L. Bell and Juanita Bell, as joint tenants with right of survivorship and that both tracts are subject to a mortgage to Commissioners of the Land Office, State of Oklahoma, dated January 15, 1953, the unpaid balance of which is in the amount of \$3,388.96, and a mortgage to E. M. Hobough and Ethel Hobough, dated November 16, 1954, the unpaid balance of which is \$1,706.50, and it further appearing that since the date of the certificate of title, May 18, 1956, there has been filed no liens other than those shown on the certificate of title and it being understood and agreed that A. L. Bell and Juanita Bell expressly warrant that there are no other liens expressed or implied, written or oral against this property other than those recited above; and it further appearing to the court that there is on deposit for Tract B249 the sum of \$5,221.00 and for Tract B251 the sum of \$12,540.00, or a total for both tracts of \$17,761.00,

IT IS HEREBY ORDERED AND DECREED that the sum of \$17,761.00 be distributed by the Clerk of this Court by checks made to the order of the following named persons:

E. M. Hobough and Ethel Hobough,	\$ 1,706.50
Commissioners of the Land Office, State of Oklahoma,	3,388.96
A. L. Bell and Juanita Bell,	12,665.54

DATED this 30th day of April, 1957.

6. k.
Charles H. French
1st Asst. U. S. Atty.

151 Royce H. Savage
U. S. DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

CITY OF PAWHUSKA, OKLAHOMA,
A MUNICIPAL CORPORATION,

Plaintiff,

vs.

TRACT NO. 1. 200 ACRES OF
LAND, OSAGE COUNTY, OKLAHOMA,
ETC.,

Defendants.

Civil Action No. 4057

FILED

APR 30 1957

NOBLE C. HOOD
Clerk, U.S. District Court

O R D E R

Now on this 30 day of April, 1957 this matter came on for hearing for order fixing the title of a portion of the property involved herein and directing the clerk to disburse funds.

The court finds that on March 13, 1957 order was entered appointing Kenneth Crouch, T. B. Harp and C. H. Keplinger as commissioners to fix the value of the property involved; that on March 28, 1957 they filed their report fixing the value of tract No. 3 as follows:

Tract No. 3. 160 acres of land described as the West Half of the Northwest Quarter of Section 26;

East Half of the Northeast Quarter of Section 27, Township 26 North, Range 8 East, Osage County, Oklahoma

Surface owner: Charles Leroy McDougan

Value: \$28,000.00

Agricultural lessees: Elmer Black

Value: \$4,200.00

The court finds that the awards so made have been paid to the clerk of this court by the plaintiff, the City of Pawhuska, Oklahoma, and that plaintiff is entitled to the immediate possession and fee simple ownership of said property, subject to the Osage mineral reservation and to the rights of oil lessees.

The court further finds that the clerk of this court be and he is hereby ordered to disburse the funds by paying to the Bureau

of Indian Affairs, through the Osage Indian Agency at Pawhuska, Oklahoma, the funds deposited for the benefit of Charles Leroy McDougan, and by paying the funds deposited for the benefit of Elmer Black directly to him, through his attorneys, Gray & Palmer, of Pawhuska, Oklahoma.

IT IS THEREFORE ORDERED BY THE COURT that the title and ownership of the City of Pawhuska, Oklahoma, of the fee simple title in the above property, subject only to the rights of the Osage tribe and of the oil lessees, be and the same is hereby confirmed; that the clerk of this court is directed to disburse the funds now in his possession as above set forth.

Royce H. Savage
(Royce H. Savage)

Judge

O. K.

Matthew J. Kane
(Matthew J. Kane)

Attorney for Plaintiff

Gray & Palmer
(Gray & Palmer)

Attorneys for Elmer Black

Hayden B. Crawford
(Hayden B. Crawford)

United States Attorney

Russell H. Smith
(Russell H. Smith)

Assistant United States
Attorney

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

WINIFRED KENNETH FARRIS, a minor,
by and through his next friend,
CARL FARRIS,

Plaintiff,

vs.

STANDARD INDUSTRIES, INCORPORATED,

Defendant.

4096 CIVIL

FILED

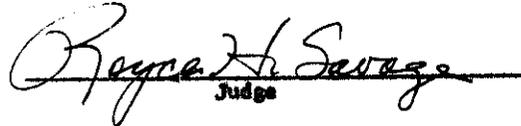
APR 3 0 1957

NOBLE C. HOOD
Clerk, U.S. District Court

ORDER

NOW on this 30th day of April, 1957, there came on for hearing pursuant to regular assignment and application the above matter. Plaintiff appeared by and through his attorney, William C. Myers, Jr., and the defendant appeared by and through its attorney, Alfred B. Knight. The Court finds that plaintiff herein has made, executed and delivered to the defendant, a Covenant Not To Sue. The Court further finds that in said Covenant the plaintiff is reserving all of his rights, causes of action and damages against Charles Laurel Legg. The Court further finds that the plaintiff is only releasing in said Covenant, the defendant, Standard Industries, Incorporated, and its agents, servants and representatives and no other persons.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above matter is dismissed with prejudice against the defendant, and the plaintiff has reserved and hereby is reserving unto himself any and all of his rights and causes of action against Charles Laurel Legg.


Judge

APPROVED:


Plaintiff's Attorney


Defendant's Attorney

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

Western Casualty & Surety
Company,

Plaintiff,

vs.

Julie King, Pansy Cross and
Susie L. Cross,

Defendants.

No. 4001 Civil

FILED

MAY - 3 1957

NOBLE C. HOOD
Clerk, U.S. District Court

JOURNAL ENTRY

This cause came on for trial on this 29th day of January, 1957, a regular court day of the January 1957 term of said court, upon the petition of the plaintiff herein, wherein the plaintiff, Western Casualty & Surety Company, a corporation, sought to obtain certain relief under an insurance policy contract issued to the defendant, Julie King, and to establish that an accident which occurred on May 10, 1956, within the period covered by said insurance policy contract was the result of an intentional act on the part of Julie King and that neither Julie King, Susie L. Cross nor Pansy Cross were entitled to any relief under the said insurance policy contract by reason of the intentional act of the said Julie King. And the plaintiff appearing by and through its attorney of record, W. F. Kyle, Julie King appearing through her attorneys of record, VanCleave and Thomas, Pansy Cross appearing in person and through her attorneys of record, Wheeler & Wheeler, and Susie L. Cross neither appearing in person nor through counsel but completely made default.

And the parties having proceeded to offer the testimony of witnesses sworn upon oath and the court having heard the statement of the parties and the argument of counsel, the cause is thereupon submitted to a jury of twelve men and women sworn to try the said cause upon a special interrogatory whether they found from a preponderance of the evidence that the accident and the resulting injuries were caused by an intentional act upon the part of Julie King, to which interrogatory the jury returned their answer in the

negative. Thereafter, on the 8th day of February, 1937, plaintiff filed its motion for new trial and motion for judgment notwithstanding the verdict, and counsel for the plaintiff, counsel for Pansy Cross and counsel for Julie King appeared as at the trial, and the court having heard the argument of counsel and being fully advised in the premises finds that the motion for new trial and motion for judgment notwithstanding the verdict should be and the said motions are hereby denied.

And the court further finds that the motion of the plaintiff as against the defendant, Susie L. Cross, should be and the same is hereby granted and finds that there is no obligation or duty upon the plaintiff to defend any suit or action or to pay any judgment which may be rendered against the said Julie King and in favor of Susie L. Cross or any person, firm or corporation claiming by, through or under the said Susie L. Cross, by reason of the collision of May 10, 1936. And it is so ordered.

151 W. R. Waller
United States District Judge

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE NORTHERN DISTRICT OF OKLAHOMA

JIMMIE DOUGLAS MULLIN and DEBORAH MULLIN,
infants under the age of 21 years, who sues
by Irma Sanford, their natural guardian and
administratrix of their father's estate,
Jimmie Albert Mullin, deceased,

Plaintiffs,

No. 4101 - Civil

FILED

-vs-

MAY 3 1957

JUANITA DIXON and the estate of Richard C. Dixon,

Defendants.

NOBLE C. HOOD
Clerk, U.S. District Court

JOURNAL ENTRY OF JUDGMENT SUSTAINING MOTION OF DEFENDANT JUANITA DIXON FOR
SUMMARY JUDGMENT AND DISMISSING HER AS A PARTY DEFENDANT HERETO.

This cause came on for hearing on this 10th day of April, 1957,
upon the motion for summary judgment of the defendant, Juanita Dixon, at which
time the plaintiffs appeared by their attorney, Jack C. Brown and the defendant,
Juanita Dixon, appeared by her attorneys, Sanders, McElroy & Smith. The court
after having heard and considered the affidavit of the defendant offered in
support of her motion for summary judgment and being fully advised in the pre-
mises finds that the defendant, Juanita Dixon, and her husband, Richard C. Dixon
were not on a joint admission at the time and place set forth in plaintiff's
petition and that there is no genuine issue thereon and that plaintiff's peti-
tion otherwise fails to state a cause of action against the defendant, Juanita
Dixon, and that her motion for summary judgment should be sustained and that
she should be dismissed as a party hereto.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the court that
the motion for summary judgment of the defendant, Juanita Dixon, be and the same
is hereby sustained, and judgment is hereby entered in favor of the defendant,
Juanita Dixon, and against the plaintiffs on the issues herein raised and said
Juanita Dixon be and she is hereby dismissed as a party defendant to the action.

Judge of the United States District
Court for the Northern District of
Oklahoma

Approved as to form:

Jack C. Brown
Attorneys for Plaintiffs

SANDERS, McELROY & SMITH
Sanders
Attorneys for Defendant, Juanita Dixon

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

CITY OF PAWHUSKA, OKLAHOMA,)
A MUNICIPAL CORPORATION,)

Plaintiff,)

vs.)

Civil Action No. 4057

TRACT NO. 1, 200 ACRES OF LAND,)
OSAGE COUNTY, OKLAHOMA, ET AL.,)

Defendants.)

O R D E R

FILED

MAY 3 1957

NOBLE C. HOOD
Clerk, U.S. District Court

Now on this 3rd day of May, 1957 there came before the court the stipulation of the plaintiff and the defendant, The Shamrock Oil and Gas Corporation, with reference to the value of tract No. 13 herein, which is described as follows:

Departmental oil mining lease covering all that portion of the Southeast Quarter of Section 22, Township 26 North, Range 8 East, located below government elevation of 880 feet, containing 72 acres.

The court finds that the stipulation should be approved; that the amount agreed upon therein has been paid by the plaintiff to the clerk of this court; that the title and ownership and immediate right of possession of the plaintiff to said tract is confirmed and that the United States marshal is directed to execute assignment of said lease to the plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that the title and ownership and right of possession of the plaintiff to the above mentioned tract be and the same is hereby confirmed; that the United States marshal is directed to execute assignment of the said tract to the plaintiff and the clerk of this court is directed to disburse the funds to the defendant, The Shamrock Oil and Gas Corporation.

Royce H. Savage
(Royce H. Savage) Judge

O. K.

Matthew J. Kane
(Matthew J. Kane)

Attorney for Plaintiff

J. C. Cornett
(J. C. Cornett)

Attorney for Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

CITY OF PAWHUSKA, OKLAHOMA,)
A MUNICIPAL CORPORATION,)
)
Plaintiff,)
vs.)
)
TRACT NO. 1. 200' ACRES OF)
LAND, OSAGE COUNTY, OKLAHOMA,)
ETC.,)
Defendants.)

Civil Action
No. 4057

FILED

MAY 3 1957

NOBLE C. HOOD
Clerk, U.S. District Court

O R D E R

Now on this 3rd day of May, 1957, there came before the court the stipulation of the plaintiff and the defendant, Gulf Oil Corporation, with reference to the value of Tract No. 12 herein, which is described as follows:

Departmental oil mining lease covering all that portion of the Southwest Quarter of Section 23, Township 26 North, Range 8 East located below government elevation of 880 feet, containing 53.9 acres.

The court finds that the stipulation should be approved and that the amount agreed upon therein has been paid by the plaintiff to the clerk of this court; that the title and ownership and immediate right of possession of the plaintiff to said tract is confirmed and that the United States Marshal is directed to execute assignment of the said tract to the plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that the title and ownership and right of possession of the plaintiff to the above mentioned tract be and the same is hereby confirmed; that the United States Marshal is directed to execute assignment of the said lease covering the above mentioned tract to the plaintiff and the clerk of this court is directed to disburse the said funds to the defendant, Gulf Oil Corporation.

1st Royce H. Savage
(Royce H. Savage) Judge

O. K.

Matthew J. Kane
(Matthew J. Kane)

Attorney for Plaintiff

Stewart W. Mark
(Stewart W. Mark)

Attorney for Defendant,
Gulf Oil Corporation

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA.

The City of Hominy, Oklahoma,
a Municipal corporation, Plaintiff,

vs.

10.94 acres of land and a
permanent easement, etc.;
Frances Oberly Abbott now
Holding, et al.

Defendants.

Civil Case
No. 4051
FILED

MAY - 6 1957

NOBLE C. HOOD
Clerk, U.S. District Court

JOURNAL ENTRY OF JUDGMENT.

This cause comes before the court for trial on this 6th day of May, 1957, and by agreement of counsel a jury is waived and the matter is tried by the court.

The plaintiff appeared by T. F. Dukes, its attorney and the defendant appeared by John Morley, Assistant United States Attorney and Charles H. Froeb, guardian ad litem for Alfred Otis Abbott, minor.

After opening statement of counsel the plaintiff introduces evidence and with sworn testimony, then rests. The defendants introduced no evidence, they rest. Upon full consideration of the matter the court makes certain FINDINGS OF FACTS AND CONCLUSIONS OF LAW; which are filed herein as part of this judgment.

In rendering its judgment the court finds that it has jurisdiction of the subject matter and of the parties; that the plaintiff has the right to acquire fee simple title of real property by condemnation proceedings under the power of eminent domain; that to provide an adequate water supply and water facilities the plaintiff is in need of and is entitled to take the easement and real property described as tract number one and number two in its COMPLAINT and FINDINGS OF FACTS herein.

The court finds that the plaintiff has been unable to acquire title to said property by purchase, and that the title is hereby granted by condemnation and the total market value thereof is the sum of \$820.17.

It is therefore ordered and decreed by the court that on payment by the plaintiff of the said sum of \$820.17, plus the cost herein,

all in a manner as directed that a permanent right-of-way easement is hereby conveyed and granted to the City of Hominy, Osage County, Oklahoma, on the following real property:

TRACT NO. 1.

A permanent water line easement 33 feet wide, the center line described as follows:

Beginning at a point 495 feet South and 10.7 feet West of the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 2, Township 22 North, Range 8 East and running thence North $55^{\circ} 22'$ East a distance of 13 feet; thence North $47^{\circ} 43'$ East a distance of 1784.7 feet to a point 1930.9 feet South of the Northeast corner of Section 2, Township 22 North, Range 8 East, all lying in Osage County, Oklahoma, to be used as a part of the water supply system of the plaintiff City.

And it is the further judgment of the court that upon payment of the total purchase price and cost that the fee simple title to the following real property be and is hereby granted and vested in the City of Hominy, Osage County, Oklahoma and described as follows:

TRACT NO. 2.

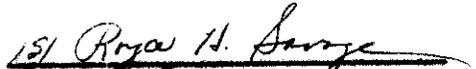
Beginning at a point 546.9 feet South of the Northeast corner of the Southwest Quarter of Section 2, Township 22 North, Range 8 East on the South right-of-way line of State Highway No. 20 and running thence South 773.1 feet to the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 2, Township 22 North, Range 8 East; thence West along the South line of the North half of the Southwest Quarter of Section 2, Township 22 North, Range 8 East a distance of 1359.5 feet to a point on the South right-of-way line of State Highway No. 20; thence Northeast along the South right-of-way line of State Highway No. 20 along a curve having a radius of 2914.8 feet a distance of 733.6 feet; thence North $65^{\circ} 40'$ East, along the South right-of-way line of State Highway No. 20 a distance of 290.4 feet; thence North $54^{\circ} 45'$ East along the South right-of-way line of State Highway No. 20 a distance of 831.7 feet to a point of beginning; all lying in the North half of the Southwest Quarter of Section 2, Township 22 North, Range 8 East in Osage County, Oklahoma, and including a total area of 10.94 acres more or less.

It is the further judgment of the court that the permanent right-of-way easement with the right of ingress and egress over tract number one and the fee simple title to tract number two described herein is subject to the reservation of the mineral rights in the Osage Tribe of Indians by acts of Congress as shown by the FINDINGS OF FACTS AND CONCLUSIONS OF LAW filed herein and that the right to complete possession of said easement and lands is hereby vested in the plaintiff free and clear of all ownership and the

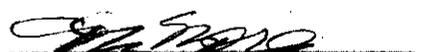
right of possession of the defendants, Frances Oberly Abbott now Holding, an adult and Alfred Otis Abbott, a minor; both full blood unallotted members of the Osage Tribe of Indians, and free from any rights claimed by, through and under them.

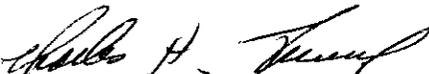
The plaintiff is directed to pay the costs herein, plus the sum of \$820.17 to the clerk of the United States District Court at Tulsa, Oklahoma; and the clerk of said court on receipt of said land payment is directed to disburse the same by sending the \$820.17 to the Osage Agency at Pawhuska, Oklahoma; voucher therefore payable to the Bureau of Indian Affairs for Frances Oberly Abbott, now Holding, adult, and Alfred Otis Abbott, a minor; both unallotted full blood members of the Osage Tribe of Indians and each owning an undivided one-half interest in said real property taken by the plaintiff; and entitled to receive the said payment.

The clerk is directed to furnish to the plaintiff a certified copy of this decree which certificate is to contain statement that payment has been fully made for said lands and the title shall thus be completely vested in the plaintiff.


Royce H. Savage
U. S. District Judge for
Northern District of Oklahoma.


T. F. Dukes, Attorney for
Plaintiff


Asst United States Attorney


Guardian ad litem

IN UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT
OF OKLAHOMA

CITY OF PAWHUSKA, OKLAHOMA,
A MUNICIPAL CORPORATION,

Plaintiff,

vs.

TRACT NO. 1 200 ACRES OF LAND IN
OSAGE COUNTY, et al.,

Defendants.

Civil No. 4057

FILED

MAY - 6 1957

NOBLE C. HOOD
Clerk, U.S. District Court

O R D E R

NOW, on this 10th day of May, 1957 this matter came on
for hearing for order fixing the title of a portion of the property
involved herein and directing the Clerk to disburse funds. The
court finds that upon March 13, 1957 order was entered appointing
Kenneth Crouch, T. B. Harp and J. E. Keplinger as commissioners
to fix the value of the property involved herein; that on March
28, 1957 they filed their report fixing the value of tract No. 16
as follows:

Tract No. 16. Departmental oil mining lease covering
all that portion of the Northwest Quarter of
Section 36, Township 26 North, Range 8 East
lying below government elevation 880 feet,
containing 43.5 acres.

Owners:	H. M. Milsap 1/8	R. P. Baldwin 1/16
	Don E. Harding 3/8	Leslie G. Agasin 1/16
	Otis M. Bivins 1/16	Nathan H. Glass 1/16
	E. F. Crow 1/32	Theodore B. Stetzer 1/8
	Alta M. Crow 1/32	Dudley J. Stetzer 1/16

Value: \$3,000.00

The court finds that the award so made has been paid to
the Clerk of this court by the plaintiff, City of Pawhuska, Okla-
homa, and that the plaintiff is entitled to the immediate posses-
sion and ownership of the said tract.

The court further finds that the Clerk of this court be
and he is hereby ordered to disburse the funds so paid, except the
funds paid for the 3/8 interest owned by Don E. Harding, to the
owners named above through their attorney, Robert P. Kelly, of

Pawhuska, Oklahoma; that the United States Marshal be and he is hereby ordered and directed to execute assignment of the said tract to the plaintiff herein.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that the title and ownership of the City of Pawhuska, Oklahoma of the above described property be and the same is hereby confirmed; that the Clerk of this court is directed to disburse the funds in his hands to the defendants named above with the exception of the funds deposited for the benefit of the defendant, Don E. Harding, through their attorney, Robert P. Kelly, of Pawhuska, Oklahoma; that the United States Marshal is directed to execute assignment of the said property to the plaintiff herein.

ROYCE H. SAVAGE
(Royce H. Savage)
Judge

OK MATTHEW J. KANE
(Matthew J. Kane)
Attorney for Plaintiff

OK ROBERT P. KELLY
(Robert P. Kelly)
Attorney for Defendants

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

CITY OF PAWHUSKA, A MUNICIPAL
CORPORATION,

Plaintiff,

vs.

TRACT NO. 1, 200 ACRES OF LAND,
OSAGE COUNTY, OKLAHOMA, ETC.,

Defendants.

Civil Action No. 4057

FILED

MAY - 6 1957

NOBLE C. HOOD
Clerk, U.S. District Court

O R D E R

Now on this 6th day of April, 1957 this matter came on for hearing on stipulation of the plaintiff and the defendants, Dave Rubin and G. B. Cree, for an order fixing the title of a portion of the property involved herein, directing the clerk to disburse funds and the United States marshal to execute assignment.

The court finds that the said plaintiff and the said defendants have filed stipulation herein in which it is agreed that the value of tract No. 17 described as follows, to wit:

Departmental oil mining lease covering all that portion of the Southwest Quarter of Section 25, Township 26 North, Range 8 East, lying below government elevation 880 feet and containing 89.9 acres, for \$5,635.05, with interest thereon at the rate of 6% per annum since the 19 day of March, 1957.

The court finds that the amount so agreed upon has been paid to the clerk of this court by the plaintiff, City of Pawhuska, Oklahoma, and that the plaintiff is entitled to the immediate possession and ownership of said property.

The court further finds that the clerk of this court be and he is hereby ordered to disburse the funds so paid to the defendants, G. B. Cree and Dave Rubin, through their attorneys, Hunt, Bagleton & Bagleton, of Tulsa, Oklahoma, and that the marshal of this court is directed to execute assignment of the said departmental oil mining lease to the plaintiff.

IT IS THEREFORE ORDERED BY THE COURT that the title in ownership of the City of Pawhuska, Oklahoma, in the above property

be and the same hereby is confirmed; that the clerk of this court is directed to disburse the funds deposited with him for the payment of said property as above set forth and that the marshal of this court is directed to execute assignment of the said departmental oil mining lease.

Royce H. Savage
(Royce H. Savage) Judge

O. K.

Matthew J. Kane
(Matthew J. Kane)

Attorney for Plaintiff

Hunt, Eagleton & Eagleton
(Hunt, Eagleton & Eagleton)

Attorneys for Defendants,
G. B. Cree and Dave Rubin

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE
NORTHERN DISTRICT OF OKLAHOMA

KAMO Electric Cooperative,
Incorporated, a corporation,

Plaintiff,

-vs-

Viola Smith, et al.,

Defendants.

Case No. 1117 Civil

FILED

MAY - 6 1957

JUDGMENT CONFIRMING REPORT OF COMMISSIONERS

NOBLE C. HOOD
Clerk, U.S. District Court

Now on this 6th day of May, 1957, this matter comes on for confirmation of report of commission filed in this proceeding, and the Court, being fully advised in the matter, finds that this Court did, on the 15th day of April, 1957, appoint a commission to conduct hearings, receive evidence, and view the lands involved and to do all acts and take all measures necessary and proper for the efficient performance of this duty, as in such cases provided - said commission to have the powers of a master provided in Sub-division (c) of Rule 53, and in such proceeding be governed by the provisions of paragraphs 1 and 2 of Sub-division (d) of Rule 53.

Pursuant to the order issued by this Court on the 15th day of April, 1957, and after proper notice, the commission conducted a hearing in the Second Floor Courtroom of the United States Courthouse, 224 South Boulder, Tulsa, Oklahoma, on the 30th day of April, 1957, wherein plaintiff was represented by its attorney, Jack L. Rorschach, and defendants appeared by counsel, John Morley, Assistant U. S. District Attorney. All parties presented testimony of witnesses and introduced exhibits. The commission has now filed its report, and the same should be approved.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the awards set forth in the report of commission as to the lands involved in this proceeding be, and the same are hereby, confirmed and approved in every respect by this Court, and in the following amounts, to-wit:

Tract No. 2

Commission's Award	\$ 450.00
Deposited	\$ 450.00
Tenants Award	\$ 30.00
Deposited	\$ 30.00

Tract No. 3

Commission's Award	\$ <u>75.00</u>
Deposited	\$ <u>75.00</u>

Tract No. 4

Commission's Award to Mabel Smith and Alfred Smith 7/8 interest	\$ <u>700.00</u>
Deposited	\$ <u>700.00</u>
Commission's Award to George Smith 1/8 interest	\$ <u>100.00</u>
Deposited	\$ <u>100.00</u>

Tract No. 5

Commission's Award	\$ <u>200.00</u>
Deposited	\$ <u>200.00</u>

Tract No. 6

Commission's Award	\$ <u>150.00</u>
Deposited	\$ <u>150.00</u>

Tract No. 7

Commission's Award	\$ <u>500.00</u>
Deposited	\$ <u>500.00</u>

Tract No. 8

Commission's Award	\$ <u>200.00</u>
Deposited	\$ <u>200.00</u>
Tenants Award	\$ <u>20.00</u>
Deposited	\$ <u>20.00</u>

Tract No. 9

Commission's Award	\$ <u>700.00</u>
Deposited	\$ <u>700.00</u>
Tenants Award	\$ <u>40.00</u>
Deposited	\$ <u>40.00</u>

Tract No. 11

Commission's Award	\$ <u>1000.00</u>
Deposited	\$ <u>1000.00</u>
Tenants Award	\$ <u>50.00</u>
Deposited	\$ <u>50.00</u>

Tract No. 12

Commission's Award to Layband heirs 1/2 interest	\$ <u>300.00</u>
Deposited	\$ <u>300.00</u>
Commission's Award to Dudley and Sadie Haskell 1/2 interest	\$ <u>300.00</u>

Deposited \$ 300.00

Tract No. 14

Commission's Award to Eliza Tallichief 1/2 interest \$ 450.00

Deposited \$ 450.00

Commission's Award to Alex Tallichief, Jr., and Ruth Tallichief 1/2 interest \$ 450.00

Deposited \$ 450.00

Tenants Award \$ 40.00

Deposited \$ 40.00

Tract No. 15

Commission's Award \$ 500.00

Deposited \$ 500.00

Tenants Award \$ 25.00

Deposited \$ 25.00

Tract No. 16

Commission's Award \$ 150.00

Deposited \$ 150.00

Tenants Award \$ 25.00

Deposited \$ 25.00

Tract No. 17

Commission's Award \$ 150.00

Deposited \$ 150.00

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said amounts are final in all respects as to the fair, cash, market value of said easements across said tracts of land, including all damages of whatsoever nature. The Judgment on Declaration of Taking heretofore entered in this proceeding is hereby reaffirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the commission's award is affirmed in its entirety in the amount of \$6605.00 for all of the interests in the land involved in this proceeding.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court Clerk of this Court is hereby directed and authorized to pay to the deputy ^{The Treasurer of the United States and forward to} disbursing agent, ^{Osage Indian Agency,} at Pawhuska, Oklahoma, the sum of \$5525.00; and the said Court Clerk is hereby directed and authorized to pay to P. W. Kuhn as tenant in Tract No. 2 the sum of \$30.00; to George Smith the sum of \$100.00 in Tract No. 4; to Melvin Webb as tenant the sum of \$20.00 in Tract No. 8; to Melvin Webb as tenant the sum of \$40.00 in Tract No. 9;

to Jewell Mann the sum of \$50.00 as tenant in Tract No. 11; to Frank Mahan as administrator with will annexed of the estate of Henry Laybank, deceased, the sum of \$300.00 in Tract No. 12; and to Eliza Tallchief the sum of \$450.00 and to Hobart Elliot the sum of \$40.00 as tenant all in Tract No. 14; to pay to Hobart Elliot the sum of \$25.00 as tenant in Tract No. 15; and to pay to Mrs. H. E. Gamble as tenant the sum of \$25.00 in Tract No. 16.

Royce H. Savage
Judge

O.K.

UNITED STATES OF AMERICA, Defendant

By John Morley
~~John~~ U. S. District Attorney

Jack L. Broschach
Attorney for Plaintiff

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE
NORTHERN DISTRICT OF OKLAHOMA

KAMC Electric Cooperative,
Incorporated, a corporation,

Plaintiff,

-vs-

Maggie Bates Goode and
Hall Goode, et al.,

Defendants.

Case No. 4148 Civil

FILED

MAY - 6 1957

NOBLE C. HOOD
Clerk, U.S. District Court

JUDGMENT CONFIRMING REPORT OF COMMISSION

Now on this 6th day of May, 1957, this matter comes on for confirmation of report of commission filed in this proceeding, and the Court, being fully advised in the matter, finds that this Court did, on the 15th day of April, 1957, appoint a commission to conduct hearings, receive evidence, and view the lands involved and to do all acts and take all measures necessary and proper for the efficient performance of this duty, as in such cases provided - said commission to have the powers of a master provided in Sub-division (c) of Rule 53, and in such proceeding be governed by the provisions of paragraphs 1 and 2 of Sub-division (d) of Rule 53.

Pursuant to the order issued by this Court on the 15th day of April, 1957, and after proper notice, the commission conducted a hearing in the Second Floor Courtroom of the United States Courthouse, 224 South Boulder, Tulsa, Oklahoma, on the 30th day of April, 1957, wherein plaintiff was represented by its attorney, Jack L. Rorschach, and defendants appeared by counsel, John Morley, Assistant U. S. District Attorney. All parties presented testimony of witnesses and introduced exhibits. The commission has now filed its report and the same should be approved.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the awards set forth in the report of commission as to the lands involved in this proceeding be, and the same are hereby, confirmed and approved in every respect by this Court, and in the following amounts, to-wit:

Tract No. 1

Commission's Award

\$ 750.00

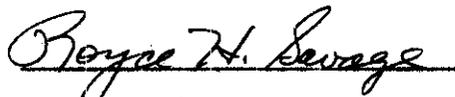
Deposited

\$ 750.00

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that said amounts are final in all respects as to the fair, cash, market value of said fee simple title by condemnation taken herein, including all damages of whatsoever nature.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the commission's award is affirmed in its entirety in the amount of \$750.00 for all of the interests in the land involved in this proceeding.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Court Clerk of this Court is hereby directed and authorized to pay to the deputy ^{The Treasurer of the United States and forward to} ~~disbursing agent~~ ^{Orange Indian Agency} at Pawhuska, Oklahoma, the sum of \$750.00.


Judge

O.K.

UNITED STATES OF AMERICA, Defendant

By 
~~John Morley~~ U. S. District Attorney


Attorney for Plaintiff

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

The United States of America for
the use of the B. F. Goodrich
Company,

Plaintiff,

v.

Alvin H. Leal, et al.,

Defendants.

No. 2235-Civil

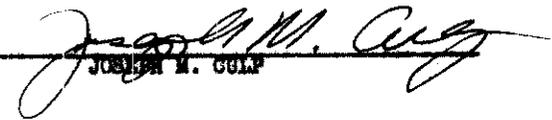
FILED

MAY 10 1957

NOBLE C. HOOD
Clerk, U. S. District Court

RESIGNATION OF JOSEPH M. CULP AS REFEREE

The undersigned, having been appointed Referee in proceedings in aid of execution on September 9, 1955, and having made certain investigations and conducted certain examinations which will be reported later, is unable to continue as Referee because of prolonged illness and death of one of the members of his immediate family and the necessity of looking after pressing legal business in his office, hereby resigns as such Referee, without having fully completed his mission, and suggests that the court appoint a successor.


JOSEPH M. CULP

IN THE UNITED STATES DISTRICT COURT IN AND
FOR THE NORTHERN DISTRICT OF OKLAHOMA

S. B. LOUDDER and THE AMERICAN)
NATIONAL BANK OF AMARILLO, TEXAS,)
)
Plaintiffs,)
)
vs.)
)
PERRY STEPHENS,)
)
Defendant.)

No. 4173-C

FILED

MAY 13 1957

NOBLE C. HOOD
Clerk, U.S. District Court

JUDGMENT ON DEFAULT

The summons and complaint in this action having been duly and personally served on the defendant above named, on the 4th day of April, 1957, and the time of said defendant to appear and answer herein having expired and said defendant not having appeared, answered, or otherwise defended, and the plaintiffs having filed affidavit of amount due in the sum of \$6627.53 plus costs:-

Now on motion of Valjean Biddison, Attorney for the plaintiffs, IT IS ADJUDGED that the plaintiffs do recover of Perry Stephens, the defendant, the said sum of \$6627.53, the amount claimed with interest, with \$15.00 court costs and \$22.00 Marshal's fees, amounting in all to the sum of \$6664.53, and that the plaintiffs have execution therefor .

Dated May 13th, 1957.

(SEAL)

Noble C. Hood

CLERK

By M. M. Ewing
Deputy

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

CITY OF PAWHUSKA, OKLAHOMA,
A MUNICIPAL CORPORATION,

Plaintiff,

vs.

TRACT NO. 1, ETC.,

Defendants.

Civil File No. 4057

FILED

MAY 15 1957

O R D E R

NOBLE C. HOOD
Clerk, U.S. District Court

Now on this 6th day of May, 1957 this matter came on for hearing for order fixing the title of a portion of the property involved herein and directing the clerk to disburse funds.

The court finds that on March 13, 1957 order was entered appointing Kenneth Crouch, T. B. Harp and C. H. Keplinger as commissioners to fix the value of the property involved; that on March 28, 1957 they filed their report herein, fixing the value of tract No. 1 as follows:

Tract No. 1. 200 acres of land described as
West Half of Southwest Quarter of
Section 25;

East Half of Southeast Quarter
and Northwest Quarter of Southeast
Quarter of Section 26, Township 26
North, Range 8 East, Osage County,
Oklahoma.

Surface owners: Shelley D. Iron 1/2
Olivia Deal Thompson 1/2

Value: \$15,500.00

Agricultural lessee: Walter Cummings

Value: \$200.00

The court finds that the awards so made have been paid to the clerk of this court by the plaintiff, City of Pawhuska, Oklahoma; that the plaintiff is entitled to the immediate possession and fee simple ownership of said property, subject to the Osage mineral reservation and to the rights of oil lessees.

The court further finds that the clerk of this court be

and he is hereby ordered to disburse the funds so paid by paying to the Bureau of Indian Affairs through the Osage Agency at Pawhuska, Oklahoma, the funds deposited for the benefit of Shelley D. Iron, to wit: \$7,750.00, and to Olivia Deal Thompson, the funds deposited for her benefit, to wit: \$7,750.00, through her attorney, F. W. Files, Pawhuska, Oklahoma, and the funds deposited for the benefit of Walter Cummings, to wit: \$200.00, through his attorneys, Tillman & Tillman, of Pawhuska, Oklahoma.

IT IS THEREFORE ORDERED BY THE COURT that the title and ownership of the City of Pawhuska, Oklahoma, of the fee simple title of the above described property, subject only to the rights of the Osage tribe and of the oil lessees, be and the same is hereby confirmed; that the clerk of this court is directed to disburse the funds now in his possession as above set forth.

Royce H. Savage
(Royce H. Savage) Judge

O. K.

Matthew J. Kane
(Matthew J. Kane)

Attorney for Plaintiff

Hayden B. Crawford
(Hayden B. Crawford)

United States District
Attorney

Russell H. Smith
(Russell H. Smith)

Assistant United States
District Attorney

IN UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

CITY OF PAWHUSKA, OKLAHOMA,
A MUNICIPAL CORPORATION,

Plaintiff,

vs.

TRACT NO. 1, etc.

Defendants.

Civil File No. 4057

FILED

MAY 15 1957

NOBLE C. HOOD
Clerk, U.S. District Court

ORDER

NOW, on this 6th day of May, 1957, this matter came on for hearing for order fixing the title of a portion of the property involved herein and directing the Clerk to disburse funds.

The court finds that on March 13, 1957 order was entered appointing Kenneth Crouch, T. B. Harp and J. H. Keplinger as commissioners to fix the value of the property involved; that on March 28, 1957 they filed their report herein fixing the value of tract No. 2 as follows:

Tract No. 2: 72½ acres of land described as the Northwest Quarter of the Southeast Quarter, East Half of the Southwest Quarter of the Southeast Quarter, Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Southwest of Section 22, East Half of the East Half of the West Half of the Northwest Quarter of the Southeast Quarter, and West Half of the West Half of the East Half of the Northwest Quarter of the Southeast Quarter of Section 27, Township 26 North, Range 8 East, Osage County, Oklahoma.

Surface Owner: Andrew Brave Value \$3,000.00

Agricultural Lessee: R. C. Drummond, Value 300.00

The court finds that the awards so made have been paid to the Clerk of this court by the plaintiff, City of Pawhuska, Oklahoma; that the plaintiff is entitled to the immediate possession and fee simple ownership of said property subject to the Osage Mineral Reservation and to the rights of oil lessees.

The court further finds that the Clerk of this court be and he is hereby ordered to disburse the funds so paid by paying to the Bureau of Indian Affairs through the Osage Indian Agency at Pawhuska, Oklahoma, the funds deposited for the benefit of Andrew Brave and by paying the funds deposited for the benefit of R. C. Drummond directly to him at Hominy, Oklahoma.

IT IS, THEREFORE, ORDERED BY THE COURT that the title and ownership of the City of Pawhuska, Oklahoma of the fee simple title of the above described property, subject only to the rights of the Osage Indian tribe and of the oil lessees, be and the same is hereby confirmed; that the Clerk of this court is directed to disburse the funds now in his possession as above set forth.

ROYCE H. SAVAGE
(Royce H. Savage)
District Judge

O. K.

Matthew J. Kane
(Matthew J. Kane)

Attorney for Plaintiff

Hayden B. Crawford
(Hayden B. Crawford)

United States District Attorney

Russell H. Smith
(Russell H. Smith)

Assistant United States
District Attorney

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

Henry Waldron, Jr.,)

Plaintiff,)

vs.)

No. 4112 Civil ✓

T. I. M. E., Inc., a Delaware Corporation,)
and Transport Insurance Company, a)
foreign corporation,)

Defendants.)

FILED

MAY 20 1957

NOBLE C. HOOD
Clerk, U.S. District Court

DISMISSAL WITH PREJUDICE

Comes now the plaintiff, Henry Waldron, Jr., all issues involved herein having been fully settled and compromised, and dismisses the above styled and numbered action with prejudice to the right to bring a future action.

Henry Waldron Jr.
Plaintiff

Thomas L. Palmer
Attorney for Plaintiff

IT IS HEREBY ORDERED that the above styled and numbered action be dismissed with prejudice, this 18th ^{May} day of April, 1957.

J. P. Tace
U. S. District Judge

rdh/mr

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 20 1957

BYRDICE L. ZICKEFOOSE,

Plaintiff,

vs.

GEORGE J. FRITZ,

Defendant.

)
) NOBLE C. HOOD,
) Clerk, U.S. District Court

) No. 4117 - Civil

) *W.R. Wallace*
) *May 10 1957*

ORDER SUSTAINING MOTION FOR NEW TRIAL

New on this the 3rd day of May, AD, 1957, this matter comes on for hearing upon the motion for new trial filed by the plaintiff herein, both parties appearing by their respective counsel, and said motion having been duly presented, the court, after hearing argument of counsel and being fully advised in the premises finds that said motion should be sustained.

IT IS THEREFORE BY THE COURT ORDERED that the motion for new trial be and the same is hereby sustained and that said plaintiff be and is hereby granted a new trial in this action.

W.R. Wallace

Judge

CERTIFICATE OF SERVICE

L. C. Lawrence Elder, hereby certify that on the 15th day of May, 1957, I mailed a true, correct and exact copy of the within and foregoing Order Sustaining Motion for New Trial to Joe Best, Wright Building, Tulsa, Oklahoma, defendant's attorney of record, with proper postage thereon fully paid.

C. Lawrence Elder

C. Lawrence Elder

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE **FILED**
NORTHERN DISTRICT OF OKLAHOMA

MAY 22 1957

H. C. SAWYER,

Plaintiff

vs.

MARION ROBERTS and NOLAN ROBERTS,

Defendants

NOBLE C. HOOD
Clerk, U. S. District Court
No. 4071 Civil

JOURNAL ENTRY OF JUDGMENT

This cause coming on before me, W. R. Wallace, Judge of said court, on this the 23rd day of April, 1957, and this cause having been regularly set for trial and regularly reached on the trial docket, and the plaintiff appearing in person and by his attorneys, Spillers & Spillers, by G. C. Spillers, and the defendants appearing in person and by their attorneys, Frank W. Nesbitt and Robert E. Nesbitt, and Charles F. Burns; and all parties having announced ready for trial and a jury having been regularly impaneled to try the said cause, the plaintiff having introduced his proof and rested, and the defendants having introduced their proof and rested, and plaintiff having introduced his proof in answer to the affirmative claims of the defendants, and counsel for the respective parties having argued their contentions to the jury and the court having instructed the jury and submitted two special interrogatories, the jury thereupon retired to consider their verdict and returned into court their verdict, which, omitting the caption is in words and figures as follows:

"Special Interrogatories

Interrogatory No. 1:

State whether or not you find the plaintiff was guilty of fraud in connection with the sale of the Riviera Courts to the defendants?

Answer: No.

Interrogatory No. 2: (Only to be answered if your answer is "Yes" to Interrogatory No. 1)

State the difference (in dollars) between the actual value of the Riviera Courts at the time of this transaction and the value such courts would have had if the fraudulent representation (or representations) made by the plaintiff to defendants had been true.

Answer: \$ _____

/s/ Victor James Preston
Foreman

The court finds that the said verdict should be and the same is hereby in all matters and things approved.

The court finds that inasmuch as the jury found that there had been no fraud committed by the plaintiff that the defendants have no defense to the action of the plaintiff; that they are justly indebted to the plaintiff in the sum of \$69,400.00, with interest thereon at the rate of 5% per annum, as provided in the note and mortgages, and the further sum of \$6,940.00 as attorneys' fees as provided in the note and mortgages, and all accrued and accruing costs, and that the same is just, due, true, correct, and remains wholly unpaid.

The court further finds that as a part and parcel of the same transaction and to secure the payment of the said note, together with interest, attorneys' fees and costs, the defendants did contemporaneously with the execution of said note make, execute and deliver to the plaintiff a real estate and a chattel mortgage; that the real estate mortgage covered all of the following described real estate in Ottawa County, Oklahoma, to-wit:

A tract of land in the Northeast corner of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of Section 36, in Township 28 North, Range 22 East, more particularly described as follows, to-wit: Beginning at the Northeast corner of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of said Section 36, Township 28 North, Range 22 East; Thence West 212.5 feet; thence South 413.3 feet to a point in the North right-of-way line of U. S. Highway No. 66; thence Northeasterly on and along said line to the East line of said Northeast Quarter (NE/4) of the Southwest Quarter (SW/4); thence North to the place of beginning,

together with all improvements thereon and appurtenances thereunto belonging; and a chattel mortgage covering the furnishings and certain personal property located in the buildings upon the above described premises, as will more fully appear from an inventory of said personal property hereto attached, marked "Exhibit A" and made a part hereof as if fully rewritten herein.

The Court further finds that the said mortgages are valid and binding obligations and constitute first and prior liens upon the real estate hereinabove described and the personal property described in Exhibit A hereto attached, and that the terms and conditions of the said mortgages have been broken by the failure of the defendants to pay the note sued on herein

according to the terms and tenor thereof, and that the plaintiff herein is entitled to a decree of this court foreclosing both the said real estate mortgage and the said chattel mortgage and sale of the said real estate and chattels to satisfy the amount due and owing as hereinabove set forth, together with interest, attorneys' fees and costs. The residue, if any, to be applied as the court may direct.

The court further finds that both the note and the mortgages contain acceleration clauses and if payments are not made as provided in the note and the mortgages that the entire amount shall become due and payable, and that inasmuch as no payments for either principal or interest have been made on the said note that the entire amount became due and payable upon breach of the terms of the note, and the entire sum should bear interest at the rate of 5% per annum from the date of the said note, February 13, 1956 until fully paid and satisfied, and likewise the attorneys' fees as provided in said note and mortgages should bear interest at the rate of 5% per annum from and after the date of this decree.

The court further finds that the sale of the properties, both real and personal, should be made with appraisalment.

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED by the court that the plaintiff have and recover of and from the defendants, and each of them, jointly and severally, the principal sum of \$69,400.00, with interest thereon at the rate of 5% per annum from February 13, 1956, until fully paid and satisfied; and the sum of \$6,940.00 as attorneys' fees for the use and benefit of G. C. Spillers, Sr., and G. C. Spillers, Jr., co-partners doing business as Spillers & Spillers, Attorneys at Law, Tulsa, Oklahoma, and that said attorneys' fees bear interest at the rate of 5% per annum from and after the date hereof until fully paid and satisfied, and all accrued and accruing costs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the terms and conditions of the note and mortgages sued on herein have been breached, and IT IS FURTHER ORDERED by the court that the real estate mortgage covering the following described real estate in Ottawa County, Oklahoma, to-wit:

A tract of land in the Northeast corner of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of Section 36, Township 28 North, Range

22 East, more particularly described as follows, to-wit: Beginning at the Northeast corner of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of said Section 36, Township 28 North, Range 22 East; Thence West 215.5 feet; thence South 413.3 feet to a point on the North right-of-way line of U. S. Highway No. 66; thence Northeasterly on and along said line to the East line of said Northeast Quarter (NE/4) of the Southwest Quarter (SW/4); thence North to the place of beginning,

be and the same is hereby foreclosed, and IT IS FURTHER ORDERED by the court that the clerk of this court issue an order of sale directed to the United States Marshal for the Northern District of Oklahoma to sell the above described real estate, together with all improvements thereon and appurtenances thereunto belonging, according to the laws of the State of Oklahoma, with appraisalment, at public sale to the highest and best bidder for cash, and to apply the proceeds, first to the payment of all costs accrued and accruing; Second, to the payment of attorneys' fees in the sum of \$6,940.00, with interest thereon at the rate of 5% per annum from the date hereof until fully paid and satisfied; Third to the payment of the principal sum due plaintiff on the judgment in the amount of \$69,400.00, together with interest thereon at the rate of 5% per annum from February 13, 1956, until fully paid and satisfied.

IT IS FURTHER DECREED BY the court that the chattel mortgage upon the personal property described in the inventory thereof and attached hereto and made a part hereof as Exhibit A, be and the same is hereby foreclosed; and IT IS FURTHER ORDERED that an order of sale be issued herein by the clerk of this court to the United States Marshal for the Northern District of Oklahoma to sell the said personal property, with appraisalment, at public sale to the highest and best bidder for cash, according to the laws of the State of Oklahoma, and to apply the proceeds; First, to the payment of costs accrued and accruing; Second, to the payment of attorneys' fees in the sum of \$6,940.00, with interest thereon at the rate of 5% per annum from date hereof until fully paid and satisfied; Third to the payment of the principal balance due and owing on the judgment herein rendered in the sum of \$69,400.00, with interest thereon from February 13, 1956, until fully paid and satisfied, after the application of the proceeds derived from the sale of the real estate toward the liquidation of the judgment in favor of plaintiff and against defendants.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that any residue which may be left after the sale of both the real estate and personal property covered by the real estate and chattel mortgages hereinabove referred to be held to abide the further order of this court.

IT IS FURTHER ORDERED that the United States Marshal for the Northern District of Oklahoma be and he is hereby ordered to execute the orders of sale and to make his return to this court for approval according to the laws of the State of Oklahoma in such cases made and provided.

Dated this ^{20th} ~~7th~~ day of May, 1957.

W. B. Wallace
JUDGE

FURNITURE, FURNISHINGS, FIXTURES, AND EQUIPMENT IN RIVERA COURTS,
MIAMI, OKLAHOMA

Unit No. 1.

1 bedroom suite, consisting of 1 double bed, springs, mattress, dresser, ash tray, occasional chair, bed pad, 2 throw rugs, 2 sheets, 2 pillowcases, 1 bedspread, 1 blanket, stand, 1 floor lamp, 1 table lamp, 2 pillows, venetian blinds, curtains, waste basket, rollaway bed and mattress.

Bath for Unit No. 1 and Unit No. 2, connects, 4 bath towels, 1 hand towel, 1 wash cloth

Unit No. 2

1 bedroom suite, consisting of 1 double bed, springs, mattress, dresser, straight chair, ash tray, occasional chair, bed pad, 2 throw rugs, 2 sheets, 2 pillows, 2 pillowcases, 1 bedspread, 1 blanket, 1 floor lamp, 1 table lamp, venetian blinds, curtains, luggage stand, waste basket, night stand, rocker. This occasional chair has been moved to house.

Unit No. 3

2 matching twin beds, 2 springs, 2 mattresses, dresser, straight chair, ash tray, occasional chair, 2 bed pads, 2 throw rugs, 2 sheets, 2 pillows, 2 bedspreads, 2 blankets, 1 floor lamp, 1 table lamp, venetian blinds, curtains, luggage stand, waste basket.
Bath: 2 bath towels, 2 hand towels, 1 bath mat.

Unit No. 4.

1 bedroom suite, consisting of 1 double bed, springs, mattress, dresser, straight chair, 2 sheets, 2 pillows, 2 pillowcases, 1 bedspread, 1 blanket, occasional chair, 1 bed pad, 1 throw rug, 1 floor lamp, 1 table lamp, ash tray, venetian blinds, curtains, luggage stand, waste basket, night stand.
Bath: 2 bath towels, 2 hand towels, 1 bath mat.

Unit No. 5.

1 twin bed, 1 mattress, 1 springs, 2 sheets, 2 pillow, 1 bed pad, 1 bedspread, dresser, straight chair, occasional chair, ash tray, 1 throw rug, 1 pillowcase, 1 blanket, 1 wall lamp, 1 table lamp, venetian blinds, curtains, luggage stand, waste basket, night stand.
Bath: 2 bath towels, 1 hand towel, 1 bath mat, 2 wash cloths.

Unit No. 6

2 matching double beds, 2 springs, 2 mattresses, dresser, 2 sheets, 4 pillows, 4 pillowcases, 2 bedspreads, 2 blankets, 2 pads, 1 throw rug, 1 floor lamp, 1 table lamp, ash tray, venetian blinds, curtains, luggage stand, waste basket, night stand, 2 rockers, 1 occasional chair.
Bath: 4 bath towels, 4 hand towels, 2 wash cloths, 1 bath mat.

Unit No. 7

1 bedroom suite, consisting of 1 double bed, springs, mattress, dresser, 2 sheets, 2 pillows, 2 pillowcases, 1 bedspread, 1 blanket, occasional chair, 1 bed pad, 1 throw rug, 1 floor lamp, ash tray, venetian blinds, curtains, luggage rack, waste basket.
Bath: 1 bath towel, 2 hand towels, 1 bath mat.

Unit No. 8.

1 bedroom suite, consisting of 1 double bed, springs, mattress, dresser, 2 sheets, 2 pillows, 2 pillowcases, 1 bedspread, 1 blanket, occasional chair, 1 bed pad, 1 throw rug, 1 table lamp, ash tray, venetian blinds, curtains, luggage rack, waste basket, night stand.
Bath: 2 bath towels, 1 hand towel, 1 wash cloth, 1 bath mat.

Robert A

Unit No. 9.

1 bedroom suite, consisting of 1 double bed, springs, mattress, dresser, straight chair, 2 sheets, 2 pillows, 2 pillowcases, 1 bedspread, 1 blanket, occasional chair, 1 bed pad, 2 throw rugs, 1 floor lamp, 1 table lamp, ash tray, venetian blinds, curtains, luggage rack, waste basket, night stand, rollaway bed and mattress.
Bath: 2 bath towels, 2 hand towels, 1 bath mat.

Unit No. 10

2 twin beds, 2 springs, 2 mattresses, dresser, straight chair, 2 sheets, 2 pillows, 2 pillowcases, 2 bedspreads, 2 blankets, 2 occasional chairs, 2 bed pads, 2 throw rugs, 1 floor lamp, 1 table lamp, ash tray, venetian blinds, curtains, luggage rack, waste basket, night stand.
Bath: 2 bath towels, 2 hand towels, 1 bath mat.

Unit No. 11

1 bedroom suite, consisting of 1 double bed, springs, mattress, dresser, straight chair, 2 sheets, 2 pillows, 2 pillowcases, 1 bedspread, 1 blanket, 1 bed pad, 2 throw rugs, 1 floor lamp, 1 table lamp, ash tray, venetian blinds, curtains, luggage rack, waste basket, night stand, rocker, rollaway bed and mattress.
Bath: 1 bath towel, 2 hand towels, 1 wash cloth, 1 bath mat.

Unit No. 12

1 bedroom suite, consisting of 1 double bed, springs, mattress, dresser, straight chair, 2 sheets, 2 pillows, 2 pillowcases, 1 bedspread, 1 blanket, occasional chair, 1 bed pad, 2 throw rugs, 1 floor lamp, 1 table lamp, ash tray, venetian blinds, curtains, luggage rack, waste basket, night stand.
Bath: 2 bath towels, 2 hand towels, 1 bath mat.

Unit No. 14

1 bedroom suite, consisting of 1 double bed, springs, mattress, dresser, straight chair, 2 sheets, 2 pillows, 2 pillowcases, 1 bedspread, 1 blanket, occasional chair, 1 bed pad, 2 throw rugs, 1 floor lamp, 1 table lamp, venetian blinds, curtains, luggage rack, waste basket.
Bath: 4 bath towels, 4 hand towels, 1 bath mat, 1 wash cloth.

Unit No. 15

1 bedroom suite, consisting of 1 double bed, springs, mattress, dresser, straight chair, rocker, 2 sheets, 2 pillows, 2 pillowcases, 1 bed spread, 1 blanket, 1 bed pad, 1 rollaway bed, mattress, pillow, lamp, luggage rack, 1 floor lamp, 1 table lamp, 2 throw rugs, ash tray, venetian blinds, curtains, waste basket.

Also 1 baby bed, springs, mattress, 24 lawn chairs, 1 white card table, 3 chairs matching, glider, 3 fans, 4 Mitchell air conditioners, 4 neon signs, road signs, washing machine, Bendix, ladder, rollaway bed and mattress, several throw rugs, 13 door mats, 1 bedspread, 1 lamp, 2 sheets, 26 pillowcases, 18 bath towels, 18 hand towels, 7 wash cloths, 6 bath mats.

LIVING QUARTERS:

Living room: 2 couches, 1 rocker, matching plastic, end table, coffee table, night stand, drapes, venetian blinds.

Kitchen: Chrome dinette, 4 chairs to match, electric range, General Electric, Admiral refrigerator, cabinet.

Bedroom - 1 bedroom suite, consisting of bed, springs, mattress, chest, dresser, stool.

Bedroom: 1 rollaway, mattress, table, 1 bath towel, blanket, 2 sheets, 3 pillowcases, 2 bedspreads, 4 pillows.

Exhibit A

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

E. EARLE TOMLINS,

Plaintiff,

vs.

GENERAL CASUALTY COMPANY OF AMERICA,
et al.,

Defendants.

NO. 3864-Civil

FILED

MAY 27 1957

NOBLE C. HOOD
JUDGMENT ON VERDICT OF JURY Clerk, U.S. District Court

This cause came on to be heard on the 17th day of April, 1957, pursuant to regular assignment for trial, the plaintiff being present in person and by his attorneys, and the defendant, General Casualty Company of America, being present by its attorneys; and both parties announcing ready for trial, a jury of twelve good and lawful citizens was duly impaneled and sworn well and truly to try the issues and a true verdict render according to the law and the evidence. After opening statements were made by counsel for the respective parties and the introduction by plaintiff of a portion of his evidence, the further trial of this cause was adjourned until the 18th day of April, 1957 at 9:30 o'clock A.M.

And now on this 18th day of April, 1957, this cause comes on for further hearing; and both parties having introduced their evidence and rested, the jury, after hearing argument of counsel and the instructions of the court, retired to consider its verdict. Thereafter, and on the same date, the jury returns into open court its verdict in favor of the plaintiff in the amount of Five Thousand Dollars (\$5,000.00), which verdict is duly received and ordered filed by the court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the plaintiff, E. Earle Tomlins, have and recover judgment against the defendant, General Casualty Company of America, in the sum of Five Thousand Dollars (\$5,000.00), together with the costs of this action to be taxed according to law.


N. R. Wallace
U. S. District Judge

OK AS TO FORM


Paul H. Sanders
Attorney for Plaintiff


Paul H. Sanders
Attorney for Defendant

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
OKLAHOMA

SANDRA LEE DUNARD, a minor, etc.,

Plaintiff,

-vs-

HOWARD SOBER, INC., et al,

Defendants.

No. 4056 Civil

FILED

JUN 10 1957

MOTION FOR DISMISSAL

NOBLE C. HOOD
Clerk, U. S. District Court

Comes now the plaintiff and moves the court
for permission to dismiss this cause with prejudice to her rights to refile same
and would show to the court that this cause has been compromised and settled.

x Rose E. Dunard

Sandra Lee Dunard, a minor by Rose E.
Dunard, her mother and next friend
Nicey Nix + Fred W. Whetsel
by Geo L. Liles

Her Attorney

ORDER OF DISMISSAL

Now, on plaintiff's motion for dismissal of this
cause of action, plaintiff representing that the same has been compromised and
settled, it is therefore ordered, adjudged and decreed that the same is hereby dis-
missed with prejudice.

ROYCE H. SAVAGE

Judge

IN THE UNITED STATES DISTRICT COURT IN THE NORTHERN DISTRICT OF

OKLAHOMA

BEULAH TURNER,

Plaintiff,

vs.

FERSEL GORDON CONWAY,

Defendant,

and

FARMERS INSURANCE EXCHANGE, a
Reciprocal Insurance Company,

Garnishee.

4131 - CIVIL

FILED

JUN 10 1957

NOBLE C. HOOD
Clerk, U. S. District Court

ORDER

NOW on this 10th day of June, 1957, there came on for hearing pursuant to regular assignment the above captioned matter. The plaintiff appeared by and through his attorneys, Finch & Finch of Sapulpa, Oklahoma, and defendant, Farmers Insurance Exchange, appeared by and through its attorney, Alfred B. Knight. After oral argument and the Court being fully advised in the premises, the Court finds the issues generally in favor of Farmers Insurance Exchange.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the defendant have and recover judgment against the plaintiff, and that the cause is dismissed at the cost of the plaintiff.

ROYCE H. SAVAGE
Judge

APPROVAL:

Finch & Finch, by Nelson Finch Jr
Attorney for Plaintiff,

Attorney for Defendant.

UNITED STATES DISTRICT COURT,
NORTHERN DISTRICT OF OKLAHOMA

JAMES P. MITCHELL, Secretary
of Labor, United States
Department of Labor,

Plaintiff

v.

Civil Action No. 4068

MIDSTATES OIL CORPORATION,

Defendant

FILED

JUN 12 1957

NOBLE C. HOOD
Clerk, U.S. District Court

FINDINGS OF FACT AND CONCLUSIONS OF
LAW

Statement of the Case

This is an action to enjoin the defendant from violating the provisions of Section 15(a)(1), 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act, 29 U.S.C. 201 et seq. The issue is whether certain of defendant's employees who are classified as and perform the duties of "scouts" are employed in a bona fide administrative capacity within the meaning of Section 13(a)(1) of the Act and the applicable regulations issued by the Administrator. To resolve the issue it is necessary only for the Court to determine whether said employees customarily and regularly exercise discretion and independent judgment in the performance of their duties. The plaintiff concedes that said employees satisfy the

other requirements of the Administrator's definition of an "administrative employee". Likewise, the credibility of the witnesses is conceded by plaintiff.

The cause was tried and the Court, having considered the evidence, finds the facts and states the conclusions of law as follows:

FINDINGS OF FACT

1. The primary function of defendant's scouts is to gather, evaluate and report information about the activities of competing operators. The scouts seek knowledge of leasing activities, geophysical and geological surveys, drilling activities and general oil and gas operations. In some cases, such information is freely exchanged among operators. In others (such as the drilling of a "tight" well, hereinafter mentioned, or a geophysical survey) secrecy is sought and the scouts must learn what they can without any aid from the rival operator.

2. In the course of the performance of their work the scouts assemble, evaluate and verify information pertaining to the following matters, among others:

(a) The location of new drilling wells; formations encountered and the depths thereof; results of testing and coring; and samples of cores; drilling times; mud weights; hydrostatic pressures and numerous other data of geological and engineering significance to the defendant. The scout must have special training or

experience to perform this work and the other functions mentioned below.

(b) The following and reporting of oil and gas leasing activities to learn the name of the rival operator making such purchases, the price being paid for same and, of more importance, the reason why such leases are being purchased. In connection with this work, the secret conducts an investigation to ascertain what lands may be unleased in the area in order that the defendant might have the first opportunity to purchase the same.

(c) Obtaining geologic and engineering data on "tight" wells, including the objective depth of the well, perforation record, whether an electric log has been run, and the details of operations performed on the well. This assignment is, ordinarily, a difficult one and to obtain the needed information requires a considerable amount of ingenuity, experience and detective ability.

(d) The following and reporting of the activities of geophysical exploration crews, which includes the mapping of shot points and the interrogation of landowners and crew members in an effort to obtain any and all data which might be of value to the defendant in

determining whether the crew has found a sub-surface formation favorable for oil and gas.

3. Having assembled and correlated the information obtained as a result of the above-mentioned activities the scouts prepare weekly, written reports for defendant's President, Chief Geologist and Division Manager, setting out all the information they deem to be of value to their employer. The scouts endeavor to verify the accuracy of all information submitted and they use their own judgment about what to include in or exclude from the reports. Such reports represent the conclusions of the scouts based on consideration of the information obtained (after selecting and discarding numerous items of information) and are of great importance to the defendant. On the basis of scouting information supplied it the defendant has, since 1954, spent between a million and two million dollars to acquire new leases and, during the same period, it spent over three million dollars in developing leases so purchased.

4. The scouts conduct public relations work with landowners to create good will for the defendant company and the defendant's opportunity to buy into a leasing play quite often depends on the favorable impression created by the scouts.

5. In the performance of their duties in the field the scout ordinarily receives no instructions or orders from management nor is he told when or how to perform a job. All decisions relating to his work must be made by the scout and if one course of action fails to accomplish his mission he must determine on an alternative course to do the job.

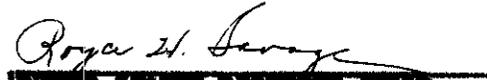
6. In the performance of the duties described above the scouts customarily and regularly exercise discretion and independent judgment to a great degree. However, in addition to the functions listed, the scouts, from time to time, engage in other work which also requires the exercise of discretion and independent judgment. These jobs are:

(a) The examination of county records to determine the ownership of minerals in a tract of land and to ascertain whether such tract is leased or unleased.

(b) Negotiating for and purchasing oil and gas leases. In such instances the defendant informs the scout the top price it is willing to pay for the lease and the scout endeavors to purchase for a lesser price. If the purchase is consummated, the scout prepares a lease for execution by the mineral owners and draws a draft on his employer in the amount of the agreed price, which draft is paid by the defendant.

CONCLUSIONS OF LAW

1. The Court has jurisdiction over the subject matter and the parties in this action.
2. Defendant's employees who are subjects of this action, namely: Bob G. Walker, Ralph E. Dial and Hubert L. Meade, and those employees of the defendant who occupy the same positions (i.e. "scouts") and perform similar duties, are employed in a bona fide administrative capacity, within the meaning of Section 13 (a) (1) of the Fair Labor Standards Act and the applicable regulations issued by the Administrator, Title 29, Code of Federal Regulations, Section 541.2.
3. THEREFORE, judgment is entered for the defendant.


ROYCE H. SAVAGE
UNITED STATES DISTRICT JUDGE

Dated this 12th day
of June, 1957.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Jerry Edward Tilley and
Ora Tilley,

Defendants.

Civil No. 4445

FILED

JUN 12 1957

NOBLE C. HOOD
Clerk, U.S. District Court

J U D G M E N T

On this 12th day of June 1957, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, First Assistant United States Attorney for the Northern District of Oklahoma, and the defendants appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true; that on September 15, 1952, for a valuable consideration and in accordance with the provisions of the Federal Housing Administration Act, the defendants did execute a written promissory note in the amount of \$505.91 to Tulsa Builders Supply; that defendants defaulted in the payments on the note, and in accordance with the provisions of the aforementioned Act, the note was assigned thereafter to this plaintiff; that there is now due and owing on the note the sum of \$249.99, principal, with interest thereon at the rate of six per cent (6%) per annum from March 25, 1954.

The Court further finds that the plaintiff has filed herein an affidavit stating that neither defendant is in the military or naval service, nor an infant, or an incompetent, which is found to be true.

The Court further finds that the note was given for the purpose of paying for permanent improvements on property owned by the above defendants located at 1850 North Owasso, Tulsa, Oklahoma, and by reason thereof plaintiff is entitled to levy execution upon the premises for the collection of the judgment.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, Jerry Edward Tilley and Ora Tilley, for the sum of \$249.99, principal, with interest thereon at the rate of six per cent (6%) per annum from March 25, 1954, until paid, and for its costs; and for further judgment directing they levy of execution upon the above premises.

Dated this 12 day of June 1957.


Royce H. Savage
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Huston T. Jones and
Leona B. Jones,

Defendants.

Civil No. 4168

FILED

JUN 12 1957

NOBLE C. HOOD
Clerk, U.S. District Court

J U D G M E N T

On this 12 day of June 1957, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The Court further finds that all allegations of the plaintiff's complaint are true; that on October 8, 1953, for a valuable consideration and in accordance with provisions of the Federal Housing Administration Act, the defendants did execute a written promissory note in the sum of \$2,874.50 to Youngtown Kitchen Center, Coffeyville, Kansas; that the defendants defaulted in the payment of the note, and, in accordance with the provisions of the Federal Housing Administration Act, the note was assigned to this plaintiff; that there is now due and owing upon the note the sum of \$1,777.46, plus interest at the rate of six per cent (6) from October 1, 1954.

The Court further finds that the plaintiff has filed herein an affidavit stating that neither defendant is in the military, or naval, service, and neither is an infant, or an incompetent, which is found to be true.

The Court further finds that the note was given for the purpose of paying for permanent improvements on property located at 221 South Delaware, Dewey, Oklahoma, and by reason thereof is subject to execution and sale for the collection of the judgment.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, Huston T. Jones and Leona B. Jones, for the sum of \$1,777.46, plus interest at the rate of six per cent (6%) from October 1, 1954, until paid in full, and for the costs of this action, and for further judgment directing the levying of execution upon the above-described premises.

Royce H. Savage
United States District Judge

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN 13 1957

HARRY GROFF, JR.)
)
Plaintiff,)
)
-vs-)
)
SEARS, ROEBUCK and COMPANY,)
a Corporation,)
)
Defendant.)

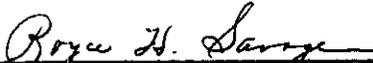
NOBLE C. HOOD,
Clerk, U. S. District Court

Civil Action No. 4152

D I S M I S S A L

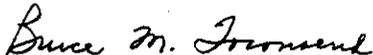
This cause came on to be heard on defendant's Motion to Dismiss on the 5th day of April, 1957, and the plaintiff voluntarily dismissed the action without confessing the merits of defendant's motion,

IT IS THEREFORE ORDERED that defendant's motion be sustained at the cost of the plaintiff without prejudice.


Judge of the United States District Court

A copy of the above has this day been received by the undersigned and approved as to form.

SMITH & TOWNSEND, Attorneys

by 
Bruce M. Townsend

Milsten, Milsten and Morehead, Attorneys
804 Palace Building
Tulsa, Oklahoma

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Applicant,

vs.

Civil No. 4115

City of Pawhuska; Harry Long,
Chief of Police, City of
Pawhuska; L. H. Lefler, Mayor,
City of Paudruska; W. T. Leman,
Manager, City of Pawhuska;
Russel Nash, Assistant Manager,
City of Pawhuska,

Respondents.

FILED

JUN 14 1957

NOBLE C. HOOD
Clerk, U. S. District Court

ORDER OF DISMISSAL

On this 14th day of June 1957, this matter coming on for hearing on motion of United States of America to dismiss the above-entitled cause, and the Court having been fully advised in the premises finds that the motion should be sustained, and

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that the above-entitled cause should be and is hereby dismissed without prejudice.

Roy H. Savage
United States District Judge

IN THE UNITED STATES DISTRICT COURT OF THE NORTHERN
DISTRICT OF OKLAHOMA

FORREST A. HAINLINE, JR., the legally
appointed and constituted guardian of
PATRICIA ANN BURGE, a minor,

Plaintiff,

vs.

ROBERT KEEL, HARRY GROVE
and DICK POLITE, JR., et al.

Defendants,

STANDARD ACCIDENT INSURANCE COMPANY,
and THE AETNA CASUALTY AND SURETY
COMPANY,

Garnishees.

No. 4207

FILED

JUN 19 1957

NOBLE C. HOOD,
Clerk, U. S. District Court

ORDER REMANDING SUIT TO STATE COURT

The motion of plaintiff to remand this suit to the District Court of
Tulsa County, Oklahoma, coming on for hearing this 19th day of June, 1957,
pursuant to notice, and the court having heard the argument of counsel, and
being fully advised, upon consideration finds that the said motion should be
sustained.

It is therefore, ordered that the motion of plaintiff to remand this
case to the District Court of Tulsa County, Oklahoma, be, and the same is
hereby granted, and this cause be, and the same is hereby remanded to the
District Court of Tulsa County, Oklahoma for further proceedings.

by Royce H. Savage
ROYCE H. SAVAGE, JUDGE OF THE
UNITED STATES DISTRICT COURT.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Ardallas Payne and
Lillie Mae Payne,

Defendants.

Civil No. 4177

FILED

JUN 20 1957

NOBLE C. HOOD
Clerk, U. S. District Court

J U D G M E N T

On this 20th day of June 1957, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell M. Smith, First Assistant U. S. Attorney for the Northern District of Oklahoma, and the defendants appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendants were duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer are and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true; that on February 1, 1955, for a valuable consideration and in accordance with the provisions of the Federal Housing Administration Act, the defendants did make, execute, and deliver to Republic Mortgage Co., Inc., their written promissory note in the sum of \$948.48; that the defendants defaulted in the payment of the note, and, in accordance with the provisions of the Federal Housing Administration Act, the note was assigned to this plaintiff; that there is now due and owing upon the note the sum of \$784.48, principal, with interest thereon at the rate of six per cent (6%) per annum from June 1, 1955.

The Court further finds that the plaintiff has filed herein an affidavit stating that neither defendant is in the military, or naval, service of the United States, nor an infant, or incompetent, which is found to be true.

The Court further finds that the note was given for the purpose of paying for permanent improvements on property located at 1350 East Reading, Tulsa, Oklahoma, and by reason thereof is subject to execution and sale for the collection of the judgment.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendants, Ardallas Payne and Lillie Mae Payne, in the sum of \$784.48, principal, with interest thereon at the rate of six per cent (6%) per annum from June 1, 1955, and for its costs, and for further judgment directing the levying of execution upon the above-described premises.

Dated this 20th day of June 1957.

151 Royal H. Savage
United States District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
 Plaintiff,)
)
 vs.)
)
 Lee C. Birmingham,)
)
 Defendant.)

Civil No. 4205

FILED

JUN 20 1957

NOBLE C. HOOD
Clerk, U. S. District Court

J U D G M E N T

On this 20th day of June 1957, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, First Assistant United States Attorney for the Northern District of Oklahoma, and the defendant appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds the defendant was duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear, or answer, is and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true; that on February 27, 1953, for a valuable consideration and in accordance with provisions of the Federal Housing Administration Act, the defendant did make, execute, and deliver to Blackburn Home Improvement Co., Route 2, Sapulpa, Oklahoma, his written promissory note in the sum of \$523.16; that defendant defaulted in the payments on the note; and that the note was assigned thereafter, in accordance with provisions of the aforementioned Act, to the plaintiff; that there is now due and owing upon the note the sum of \$413.78, with interest thereon at the rate of six per cent (6%) per annum from July 13, 1953.

The Court further finds that the plaintiff has filed herein an affidavit stating the defendant is neither in the military or naval service, nor an infant, or incompetent, which is found to be true.

The Court further finds that the note was given for the purpose of paying for permanent improvements on property located at 411 East Hobson, Sapulpa, Oklahoma, and by reason thereof, plaintiff is entitled to levy execution upon the premises for the collection of the judgment.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendant, Lee C. Birmingham, for the sum of \$413.78, with interest thereon at the rate of six per cent (6%) per annum from July 13, 1953, until paid, and for its costs, and for further judgment directing the levying of execution upon the above-described premises.

12/ Roger H. Sargeant
United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

City of Pawhuska, Oklahoma,
a Municipal Corporation,

Plaintiff,

-vs-

Tracts Nos. 1 to 19 Inclusive,
et al,

Defendants

No. 4057 Civil

FILED

JUN 21 1957

JUDGMENT

NOBLE C. HOOD
Clerk, U. S. District Court

Now on this 21st day of June, 1957, appeared Dave Rubin
and G. B. Cree, by their attorney, James R. Eagleton, and
Wiley J. Holden, Jr., in person and by his attorney, Robert P.
Kelly, for hearing on Dave Rubin and G. B. Cree's claim to the
\$2900.00 being the appraised value of Tract 11 as determined by
the court appointed commissioners, and for hearing on Wiley J.
Holden Jr's objection to said claim.

The court having heard the evidence and examined the
exhibits, finds as follows:

That the interest of Dave Rubin and G. B. Cree in the
\$2900.00 condemnation award is a 3/4ths interest and the interest
of Wiley J. Holden, Jr., is a 1/4th interest.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED
by the court that the \$2900.00 deposited with the Court Clerk
by the City of Pawhuska as condemnation award on Tract 11 should
be distributed as follows:

To Dave Rubin and G. B. Cree.	\$2,175.00
To Wiley J. Holden, Jr.	725.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court
Clerk shall make distribution of said funds to the parties
hereto by delivering checks for said amounts to their respective
attorneys.

OK:

151 Royce H. Savage
Judge

Dave Rubin & G. B. Cree

By

James R. Eagleton
Their attorney

Wiley P. Holden, Jr.

By

151 Robert P. Kelly
His Attorney

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

CITY OF PAWUSKA, OKLAHOMA,
A MUNICIPAL CORPORATION,

)
Plaintiff,

vs.

TRACT No. 1, etc.,

)
Defendants. :

Civil File No. 4057

FILED
IN OPEN COURT

JUN 21 1957

C. M. B. 1

NOBLE C. HOOD

Now on this 21st day of June, 1957 this ~~matter~~ ^{Clerk U.S. District Court} came on for

hearing for order fixing the title of a portion of the property involved herein.

The court finds that on March 13, 1957 order was entered appointing Kenneth Crouch, T. B. Harp and C. H. Keplinger as commissioners to fix the value of the property involved; that on March 28, 1957 they filed their report fixing the value of tracts 9 and 11 as follows:

Tract No. 9. Departmental oil mining lease covering all that portion of the Southwest Quarter of Section 27, Township 26 North, Range 8 East located below government elevation 860 feet, containing 33.3 acres.

Value: \$1,170.00

Tract No. 11. Departmental oil mining lease covering all that portion of the Northeast Quarter of Section 27, Township 26 North, Range 8 East located below government elevation 880 feet, containing 82.6 acres.

Value: \$2,900.00

The court finds that the awards so made have been paid to the clerk of this court by the plaintiff, City of Pawhuska, Oklahoma, and that plaintiff is entitled to the immediate possession and fee simple ownership of said property; that the United States marshal should execute assignments of the said departmental oil mining leases to the plaintiff herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE

COURT that the title and ownership of the City of Pawhuska, Oklahoma,
of the above described tracts be and the same is hereby confirmed;
that the United States marshal is directed to execute assignments
of the said leases insofar as they cover the above described
tracts.

~~Royce H. Savage~~
(Royce H. Savage) District Judge

O. K.

~~Matthew J. Kane~~
(Matthew J. Kane)

Attorney for Plaintiff

~~Robert I. Kelly~~
(Robert P. Kelly)

Attorney for Defendant,
Wiley Holden, Jr.

~~Hunt, Bagleton & Bagleton~~
(Hunt, Bagleton & Bagleton)

Attorneys for Defendants,
Dave Rubin and G. B. Cree

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

COAST WATER HEATER CO.,
a corporation,

Plaintiff,

vs.

EMERY NEWMAN, doing
business as THE OKLAHOMA
COMPANY,

Defendant.

Civil Action
No. 4151

FILED

JUN 21 1957

JUDGMENT ON DEFAULT

NOBLE C. HOOD
Clerk, U. S. District Court

Default of the defendant herein for failure to plead or otherwise defend, as provided by the Federal Rules of Civil Procedure, having been entered herein, and the plaintiff herein having filed its motion for default judgment in its favor and against the defendant herein, and the plaintiff herein having served upon the defendant herein, more than three days prior to this date written notice of the presentation at this time of its motion for default judgment, and said motion having come regularly on for hearing, and the Court having heard the evidence and being fully advised in the premises, finds that the plaintiff herein is entitled to judgment as prayed for.

NOW THEREFORE, on this 21st day of June, 1957, it is hereby ordered, adjudged and decreed that the plaintiff herein have and recover judgment against the defendant herein, Emery Newman, doing business as The Oklahoma Company, for the sum of \$4,938.53, including interest at the rate of six per cent per annum, on the amount sued for by the plaintiff herein, from August 8, 1956, to June 21,

1957, and for the costs of this action, for all of which let execution issue.

184 Raymond H. Savage
Judge

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE NORTHERN DISTRICT OF OKLAHOMA

LUN-DON COMPANY,
a corporation

Plaintiff

vs.

No. 4212-Civil

WILLIAM Z. NATHAN

Defendant

FILED

JUN 21 1957

ORDER

NOBLE C. HOOD
Clerk, U. S. District Court

On this 20th day of June, 1957, this matter came on for hearing upon the motion of defendant for an order setting aside, vacating, and holding for naught the purported order entered herein by the District Court of Tulsa County, Oklahoma, appointing B. W. Taylor receiver in this cause; the plaintiff being present by counsel, Alfred B. Knight, and the defendant being present by counsel, Jack Langford and William Rutledge; and after argument of counsel the Court finds that the appointment of a receiver herein was wrongful and without authority of law, and that the motion of defendant should be sustained.

IT IS THEREFORE ORDERED that the appointment of B. W. Taylor as receiver herein be and hereby is vacated, set aside, and held for naught.

IT IS FURTHER ORDERED that the receiver, B. W. Taylor, immediately return to defendant any and all moneys or other property received from defendant, and the receiver is further ordered to furnish the Court, within five days from this date proof of compliance with this order.

IT IS FURTHER ORDERED that defendant be and hereby is granted five days to amend his answer filed herein.

Approved as to form
Alfred B. Knight
Atty. Plaintiff

12 Royal H. Savage
Judge, United States District Court

FILED

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JUN 26 1957

GULF OIL CORPORATION,
a corporation,

Plaintiff,

vs.

KANSAS-NEBRASKA NATURAL GAS
COMPANY, INC., a corporation,
Defendant.

No. 4029 Civil

NOBLE C. HOOD
Clerk, U. S. District Court

ORDER OF DISMISSAL

Now on this 26th day of June, 1957, based upon and in
conformance with Plaintiff's Dismissal and Covenant Not to
Sue and Defendant's Dismissal of Counterclaim filed herein,

IT IS ORDERED that the Complaint of the Plaintiff and each
and every count and cause of action therein contained or pertinent
thereto be, and they are hereby, dismissed with prejudice to a
future action and the Counterclaim of the Defendant be, and it is
hereby, dismissed with prejudice to a future action.

IT IS FURTHER ORDERED that the costs be paid by the
party incurring them.

/s/ ROYCE H. SAVAGE
United States District Judge

O.K.

/s/ RICHARD E. McDERMOTT
Richard E. McDermott

/s/ JAMES B. DIGGS
James B. Diggs

/s/ STEWART W. MARK
Stewart W. Mark

Attorneys for Plaintiff

/s/ LEE B. THOMPSON
Lee B. Thompson

/s/ JOHN H. CANTRELL
John H. Cantrell

/s/ JAMES D. CONWAY
James D. Conway

/s/ E. J. JACKSON
E. J. Jackson

Attorneys for Defendant.

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT
OF OKLAHOMA

FILED

JUN 26 1957

NOBLE C. HOOD
Clerk, U.S. District Court

W.M. DUVALL,

Plaintiff,

vs.

No. 4076

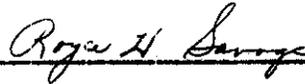
HUGH H. BANCROFT,

Defendant.

DISMISSAL WITHOUT PREJUDICE

Now on this 21st day of June, 1957, this cause came on regularly to be heard for disposition. Plaintiff appeared by his attorney, Harvey F. Allen, and defendant appeared specially by his attorney Remington Rogers, and it appearing to the court that no service of summons has been had upon the defendant in this case and there being no representation to the court of any likelihood that service of summons or other process can be obtained upon the defendant within any reasonable length of time from this date;

IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED that this action be and the same is hereby dismissed without prejudice at the cost of the plaintiff.



DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

RENO PETROLEUM COMPANY,
a corporation

Plaintiff

vs.

ARCH SEQUICHIE, individually,
et al

Defendants

No. 4098 Civil

FILED

JUN 26 1957

NOBLE C. HOOD
Clerk, U.S. District Court

DECREE

JUDGMENT IS HEREBY ENTERED for the defendants and
against the plaintiff in conformity with the findings of
fact and conclusions of law filed herein on this date.

The costs are taxed against the plaintiff.

DATED this 26 day of June 1957.

Royce H. Sany
United States District Judge

IN THE DISTRICT COURT OF THE UNITED STATES
IN AND FOR THE NORTHERN DISTRICT OF OKLAHOMA

State of Oklahoma, ex rel
Department of Highways of the
State of Oklahoma

Petitioner

vs.

NO. 4141

The United States of America;
Certain Parcels of land in Mayes County,
Oklahoma, containing 11.53 acres, more
or less; Johnson Downing; Jess W.
Downing; Annabelle Jett nee Switzer;
Emma McManore; Susie Switzer;
Alyene LaBauff; Robert Downing;
Lizzie Downing; Judy Sweetman;
James W. Downing; Chester Downing;
Cecil Downing and Jerry Downing,
if living, and if not, then their
unknown heirs, executors, administrators,
 devisees, legatees, trustees, creditors
and assigns; and the unknown heirs,
executors, administrators, devisees,
legatees, trustees, creditors and
assigns of Emma Downing, deceased;
James Downing, deceased; Elze Downing,
deceased; and Josie Sixkiller, deceased

Defendants

FILED

JUN 26 1957

NOBLE C. HOOD
Clark, U. S. District Court

ORDER APPROVING AND CONFIRMING

Now on this 26th day of June, 1957, this matter comes
on for hearing, plaintiff appearing herein by counsel Max Cook who requests
this court for an order approving the condemnation proceedings and
confirmation of plaintiffs appropriation therein of the hereinafter
described property.

The court finds from an examination of the files and pleadings
herein that the plaintiff filed its petition on the 20th day of February,
1957, alleging that it was necessary for plaintiff to appropriate the
hereinafter described property for highway purposes and that plaintiff
had been unable to secure same by purchase because of the refusal by
the defendant landowners to grant same to the State for public purposes;
that in such instances the laws of the State of Oklahoma authorize the
appropriation of same by condemnation proceedings and that plaintiff
therefore prayed the court to appoint three disinterested freeholders
from the current jury list of the District Court of the United States
in and for the Northern District of Oklahoma, not interested in any like

question, to inspect said property and consider the injury that would be sustained by the owners thereof by plaintiffs appropriation of same as well as the damages to the remainder of the real estate owned by them, either directly or indirectly. The court finds that the pleadings show that good and lawful notice of the date of hearing of said petition was given the defendants.

The court further finds that on the 8th day of March, 1957, it duly and regularly appointed J. C. Wilkerson, Charles N. Johnson and Dan Garman condemnation commissioners who filed their report with the Clerk of this Court on the ¹⁴8th day of March, 1957, assessing plaintiff Six hundred and no/00 (600.00) dollars, for the appropriation by said plaintiff of the lands and property sought by it in this proceeding, and for full and complete damages to any and all of the remaining land and property of said defendants.

The court finds that pursuant to such award plaintiff deposited with the Clerk of this Court on the 25th day of June, 1957, the sum of Six hundred and no/100 (600.00) dollars, and thereupon plaintiff became entitled to the immediate possession of the property concerned herein, and defendants thereupon became entitled, by operation of law, to have said award disbursed to them by the court clerk, free and clear of all poundage or other fees, as follows:

To defendants above named.

The court finds that on June 21, 1957, the defendant United States of America filed a formal demand for a jury trial but on June 25th, 1957, by consent of both parties the defendant withdrew its demand and these proceedings have therefore become final and complete and that plaintiff is entitled to an order of this court approving these proceedings and confirming the appropriation by plaintiff of the right, title and interest taken by it in the following described property, to-wit:

(SEE NEXT PAGE)

Easement Nos. 8 & A-8
FAS-S-181(5) S
49-26

Heirs of Emma Downing, deceased

A strip, piece or parcel of land lying in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, Township 19 N, Range 20 E, Mayes County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the South line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, 549.9 feet West of the SE corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, thence West along said South line a distance of 216.1 feet, thence N 33°10'W a distance of 399.3 feet, thence N 13°57'W a distance of 350 feet, thence N 76°03'E a distance of 75 feet, thence N 13°57'W a distance of 632.6 feet to a point 16.5 feet South of the North line and 177.6 feet East of the West line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, thence East on a line parallel to and 16.5 feet South of said North line a distance of 128.8 feet, thence S 13°57'E a distance of 341.6 feet, thence S 25°16'E a distance of 153 feet, thence S 13°57'E a distance of 110 feet, thence Southeasterly on a curve to the left having a radius of 2784.8 feet a distance of 789.5 feet to point of beginning.

Containing 5.79 acres, more or less.

ALSO: A temporary grant for the purpose of constructing a driveway on the following described tract.

Beginning at a point on the permanent West right-of-way line of State Highway No. 82, a distance of 164.6 feet Southeasterly of the point where said right-of-way line intersects the North line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, thence S 13°57'E along said right-of-way line a distance of 300 feet, thence S 76°03'W a distance of 20 feet, thence N 25°16'W a distance of 153 feet, thence N 13°57'W a distance of 75 feet, thence N 19°45'E a distance of 90.1 feet to point of beginning.

ALSO: Beginning at a point on the permanent East right-of-way line of said highway, 17 feet Southeasterly of the point where said right-of-way line intersects the North line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, thence S 13°57'E along said right-of-way line a distance of 19.6 feet, thence N 76°03'E a distance of 79.2 feet to a point 16.5 feet South of the North line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, thence West on a line parallel to and 16.5 feet South of said North line a distance of 81.6 feet to point of beginning,

Containing in both parcels 0.18 acres, more or less.

Heirs of James Downing

TRACT NO. 1

A strip, piece or parcel of land lying in the $SE\frac{1}{4} SW\frac{1}{4} NW\frac{1}{4}$ and the $SW\frac{1}{4} SW\frac{1}{4} NW\frac{1}{4}$ of Section 11, Township 19 N, Range 20 E, Mayes County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the SE corner of said $SW\frac{1}{4} SW\frac{1}{4} NW\frac{1}{4}$, thence West along the South line of said $SW\frac{1}{4} SW\frac{1}{4} NW\frac{1}{4}$ a distance of 151.7 feet, thence N $47^{\circ}02'W$ a distance of 664.4 feet to a point 16.5 feet East of the West line and 454.4 feet North of the South line of said $SW\frac{1}{4} SW\frac{1}{4} NW\frac{1}{4}$, thence North on a line parallel to and 16.5 feet East of said West line a distance of 136.6 feet, thence S $47^{\circ}02'E$ a distance of 805.3 feet, thence N $42^{\circ}58'E$ a distance of 75 feet, thence S $47^{\circ}02'E$ a distance of 138.7 feet to a point on the South line of said $SE\frac{1}{4} SW\frac{1}{4} NW\frac{1}{4}$, thence West along said South line a distance of 104.2 feet to point of beginning.

Containing 1.80 acres, more or less, the remaining area included in the above description being right-of-way occupied by the present highway.

ALSO: A temporary grant for the purpose of constructing a driveway on the following described tract:

Beginning at a point on the permanent South right-of-way line of State Highway No. 82, a distance of 152.1 feet Northwesterly of the point where said right-of-way line intersects the South line of said $SW\frac{1}{4} SW\frac{1}{4} NW\frac{1}{4}$, thence N $47^{\circ}02'W$ along said right-of-way line a distance of 50 feet, thence S $42^{\circ}58'W$ a distance of 20 feet, thence S $47^{\circ}02'E$ a distance of 50 feet, thence N $42^{\circ}58'E$ a distance of 20 feet to point of beginning.

Containing 0.02 acres, more or less.

Beginning at a point on the permanent South right-of-way line of State Highway No. 82 a distance of 109.8 feet Southeasterly of the point where said right-of-way line intersects the West line of said $SW\frac{1}{4} SW\frac{1}{4} NW\frac{1}{4}$, thence S $47^{\circ}02'E$ along said right-of-way line a distance of 75 feet, thence S $42^{\circ}58'W$ a distance of 60 feet, thence N $47^{\circ}02'W$ a distance of 75 feet, thence N $42^{\circ}58'E$ a distance of 60 feet to point of beginning.

Containing 0.10 acres, more or less.

TRACT NO. 2

A strip, piece or parcel of land lying in the $SE\frac{1}{4} NE\frac{1}{4}$ of Section 10, Township 19 N, Range 20 E in Mayes County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point 16.5 feet West of the East line and 700.9 feet South of the North line of said $SE\frac{1}{4} NE\frac{1}{4}$, thence South on a line parallel to and 16.5 feet West of said East line a distance of 170.7 feet, thence N $47^{\circ}02'W$ a distance of 627.5 feet, thence N $33^{\circ}10'W$ a distance of 529.4 feet to a point on the North line of said $SE\frac{1}{4} NE\frac{1}{4}$, 766 feet West of the NE corner of said $SE\frac{1}{4} NE\frac{1}{4}$, thence East along said North line a distance of 216.1 feet, thence Southeasterly on a curve to the left having a radius of 2784.8 feet a distance of 342.9 feet, thence S $27^{\circ}12'E$ a distance of 149.6 feet, thence Southeasterly on a curve to the left having a radius of 2814.8 feet a distance of 333.3 feet, thence S $47^{\circ}02'E$ a distance of 60.5 feet to point of beginning.

Containing 3.64 acres, more or less.

IT IS THEREFORE by the court considered, ordered, adjudged and decreed that plaintiffs taking of the right and interest sought by it in these proceedings as acquired by it on the 25th day of June, 1957, in the above described property is hereby approved and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the Clerk of this court make payable to the Treasurer of the United States of America and transmit to the Area Director, Muskogee Area Office, Bureau of Indian Affairs, Department of the Interior, Muskogee, Oklahoma, the sum of money deposited by the plaintiff herein, to be there distributed to the defendants herein as their interest may appear.

12/ Royce W. George
U. S. District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN 27 1957

W. E. THOMPSON,

Plaintiff

vs.

L. J. PETERSON, et al.,

Defendants

No. 3970 - Civil

NOBLE C. HOOD
Clerk, U.S. District Court

CONFIRMATION OF MARSHAL'S SALE

NOW on this 27 day of June, 1957, there came on for hearing a Motion of the plaintiff herein to confirm the sale of an oil and gas lease made by the marshal of the United States District Court for the Northern District of Oklahoma, on the 13th day of May, 1957, under the writ of execution issued by the clerk of said Court; and the Court having fully examined the proceedings of said marshal under said writ of execution, finds that said writ was duly levied upon the following described real property belonging to the defendants, Oil Producers and Refiners, Inc., D. S. Peterson and Byron Krumlauf, to wit:

All of said defendants' right, title and interest in and to a 7/8ths working interest oil and gas leasehold estate covering the SW/4 of SW/4 and the S/2 of NW/4 of NW/4 of Section 11, Township 19 North, Range 9 East of the Indian Meridian, Creek County, Oklahoma

the same not being exempt from levy and sale under execution; that said property was duly appraised by disinterested householders at the sum of \$9,984.00; that the said marshal caused due and legal notice of said sale to be published for more than 30 days prior thereto in the Sapulpa Legal News a newspaper printed and of general circulation in Creek County, Oklahoma, as appears from the printer's affidavit of publication attached to said return; and that on the day therein fixed, the 13th day of May, 1957, said oil and gas lease was sold to W.E. THOMPSON, he being the highest bidder therefor, for the sum of \$10,050.00,

which is more than two-thirds of the appraised value of said property.

The Court is satisfied that the said sale was, in all respects, made in confirmation with the rules of this Court and the statutes of the State of Oklahoma, in such cases made and provided. The clerk of this Court is accordingly directed to make an entry on the journal of this Court that the Court is satisfied with the legality of said sale.

It Is Ordered and Adjudged by the Court that said marshal's sale and all proceedings under the writ of execution, issued herein, be and the same are hereby approved and confirmed;

It is further Ordered that the U. S. Marshal for the Northern District of Oklahoma make and execute to the purchaser at said sale, W. E. THOMPSON, a good and sufficient deed to said above described oil and gas leasehold estate.

It is further Ordered that the U. S. Marshal for the Northern District of Oklahoma pay the funds which he holds in this cause from the sale ordered by this Court, when they are free from any garnishment or processes served upon him by due and proper Court to the following defendants in the proportions set out opposite their names:

OIL PRODUCERS AND REFINERS, INC.	96/112
BYRON KRUMLAUF	3/112
D. S. PETERSON	13/112

/s/ ROYCE H. SAVAGE
Judge ROYCE H. SAVAGE,
JUDGE OF THE U.S. DISTRICT COURT
FOR THE NORTHERN DISTRICT OF
OKLAHOMA.

APPROVED:

/s/ Howard David
Attorney for Defendants

/s/ Geo. L. Verity
Attorney for Plaintiff

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JOE COLBY and WALTER COLBY,

Plaintiffs

vs.

CITIES SERVICE OIL COMPANY,
a Delaware corporation, and
SINCLAIR OIL & GAS COMPANY,
a Maine corporation,

Defendants

No. 3793 Civil

FILED

JUN 27 1957

JOURNAL ENTRY OF JUDGMENT

NOBLE C. HOOD
Clerk, U. S. District Court

This cause coming on for hearing before me, Royce E. Savage, Judge of said court, on this 29th day of March, 1957, upon the plaintiffs' motion for a new trial, for additional findings of fact and conclusions of law, and to vacate judgment for the defendants and enter judgment for the plaintiffs; and the plaintiffs' amendment to motion for a new trial and request that the court hear additional evidence offered by the plaintiffs; and the plaintiffs' second amendment to motion for new trial and request that the court hear additional evidence offered by plaintiffs; and plaintiffs appearing in person and by and through their attorneys Tillman & Tillman, by Fred Tillman, and Spillers & Spillers, by G. C. Spillers, Jr., and the defendant, Cities Service Oil Company, appearing by and through its attorneys Gentry Lee, L. L. Corn and Truman Rucker, by L. L. Corn and Truman Rucker, and the defendant Sinclair Oil & Gas Company, appearing by its attorneys, Ralph Garrett, James McGowan, and Truman Rucker, by James McGowan and Truman Rucker; and the court having heard argument of counsel and being fully advised in the premises finds that the plaintiffs' motion for a new trial should be sustained, and that this court should reopen this case for the hearing of additional testimony, to which the defendants objected and excepted.

Thereupon the court heard the testimony of witnesses sworn and examined in open court offered on behalf of the plaintiffs, and the

and the testimony of witnesses sworn and examined in open court on behalf of the defendants, and thereupon announced that it took this cause under advisement for decision.

NOW, on this 14th day of June, 1957, this cause coming on for decision and judgment, and the court having ^{heretofore} heard the argument of counsel and having had this cause briefed by counsel, and being fully advised in the premises finds that judgment should be reentered in this cause in favor of the defendants and against the plaintiffs, to which the plaintiffs duly objected and excepted.

The court further finds that it has heretofore made and entered in this cause certain findings of fact and conclusions of law, and that the same should be readopted by this court as the basis for the said judgment in favor of the defendants and against the plaintiffs, to which the plaintiffs objected and excepted.

The court further finds that the motion of the plaintiffs for additional findings of fact and conclusions of law and to vacate the judgment for the defendants and enter judgment for the plaintiffs should be denied, to all of which plaintiffs duly objected and excepted.

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED by the court that the plaintiffs' motion for additional findings of fact and conclusions of law and to vacate judgment for the defendants and enter judgment for the plaintiffs be and the same is hereby overruled, to all of which the plaintiffs duly objected and excepted.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED by the court that the findings of fact and conclusions of law heretofore entered in this cause by the court as the predicate for its previous judgment in this cause be and the same are hereby reentered as a predicate for the judgment hereinafter entered, to all of which plaintiffs duly objected and excepted.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that judgment be and the same is hereby decreed in favor of the defendants,

and each of them, and against the plaintiffs, at the cost of the plaintiffs,
to which the plaintiffs duly objected and excepted.

15/ Royce H. Savage
JUDGE

O K AS TO FORM:

TILLMAN & TILLMAN
SPILLERS & SPILLERS

By 15/ G. C. Spillers, Jr.
G. C. Spillers, Jr.

Attorneys for Plaintiffs

GENTRY LEE, L. L. CORN, TRUMAN B. RUCKER,
RALPH W. GARRETT and JAMES MCGOWAN,

By 15/ Truman B. Rucker
Truman B. Rucker

Attorneys for Defendants

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

-vs-

1.30 Acres of land, more or less,
situate in Mayes County, Oklahoma,
and William J. Turner, and Unknown
Owners, et al.,

Defendants.

No. 3772 - CIVIL

FILED

JUN 28 1957

NOBLE C. HOOD
Clerk, U. S. District Court

JUDGMENT NUNC PRO TUNC

This matter comes on before the undersigned Judge, on the 28th day of June, 1957, on motion of the plaintiff for judgment nunc pro tunc. And the court being fully advised in the premises, finds that through clerical error, inadvertence and mistake, that Parcel No. 2 of Tract No. 1796-A revised, as shown in Exhibit A to the judgment filed herein on December 7, 1955, was erroneously described as being a part of Lots Nos. 22, 23 and 24, of the Turner Heights Subdivision, when in truth and in fact, said parcel is not a part of said lots. Furthermore, the court finds that the description "northeasterly corner thereof" is ambiguous, and that the correct description of said Parcel No. 2 which was actually taken by the United States of America, is as follows:

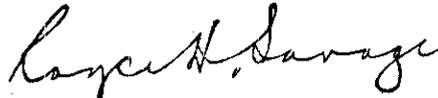
A part of Turner Heights Subdivision, described as follows:
Beginning at the Northeasterly corner thereof; thence South 30 feet to a point, thence South 59° 45' West 138.95 feet to a point, thence South 38° 40' West 128.07 feet to a point; thence South 33° 45' West 217 feet to a point, thence North 8° 15' East 278 feet to a point, thence North 69° 15' East 300 feet.

more or less to the point of beginning, in Section 34,
T 20N, R 19 E of the Indian Meridian, containing 0.70 acres,
more or less, in Mayes County, Oklahoma.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the property
described in the declaration of taking and in Exhibit A attached thereto be
corrected to read as follows:

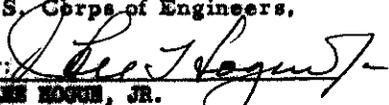
Parcel No. 2.

A part of Turner Heights Subdivision, described as follows:
Beginning at the Northeastly corner thereof; thence South
30 feet to a point; thence South 59° 45' West 138.95 feet to
a point, thence South 38° 40' West 128.07 feet to a point;
thence South 33° 45' West 217 feet to a point, thence North
8° 15' East 278 feet to a point, thence North 69° 15' East
300 feet, more or less, to the point of beginning, in Section 34,
T 20N, R 19E of the Indian Meridian, containing 0.70 acres,
more or less, in Mayes County, Oklahoma.



ROYCE H. SAVAGE
U. S. DISTRICT JUDGE

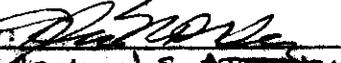
DESCRIPTION APPROVED:
U. S. Corps of Engineers,

BY: 
J. LEE HOUGH, JR.

Chief, Real Estate Division

APPROVED AS TO FORM:

U. S. District Attorney,

BY: 
ASS'T U. S. ATTORNEY

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Virgil Wadsworth and Lucille Wadsworth,

Defendants.

NO. 4081 - CIVIL

FILED

JUN 28 1957

NOBLE C. HOOD
Clerk, U.S. District Court

J U D G M E N T

On this 21st day of June, 1957, the above-entitled action coming on for hearing, plaintiff appearing by John Morley, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants appearing in person and by counsel and the court having heard the evidence of the plaintiff and the defendants and having examined the file, finds that this is an action upon an agreement for assumption of indebtedness upon a promissory note and for foreclosure of a mortgage upon real estate securing the note, which real estate is located in the County of Cossah, State of Oklahoma, within the Northern Judicial District of Oklahoma.

It is further found by the court that proper service was made on the defendants and that the defendants were directed to appear, plead, answer, or otherwise move with respect to the complaint herein on or before the 27th day of December, 1956. Summons was issued to the United States Marshal for the Northern District of Oklahoma, which summons was returned stating that defendants were served on December 6, 1956; that defendants have failed to answer the complaint or otherwise plead herein and having been granted permission to make a statement in open court to show cause why they should not be adjudged in default and having failed to show cause, should be and are adjudged in default.

The court further finds that the plaintiff herein has filed an affidavit showing that neither of the defendants is in the military or naval service and that neither is an infant or incompetent, which is found to be true.

The court further finds that the facts as set forth in plaintiff's complaint are true in the following respects: On November 17, 1949, Ruben H. Hopper and Bethel Hopper did execute to the plaintiff, acting through the Administrator of the Farmers Home Administration, their written promissory note for the sum of \$9,550.00, with interest at the rate of 4% per annum, payable

\$150.00 on the 31st day of March, 1950, and thirty-nine (39) installments of \$482.47 each payable annually thereafter, with the final installment including the sum of any remaining principal and interest, payable forty years from the date of the note. On October 23, 1951, the defendants, Virgil Wadsworth and Lucille Wadsworth, did execute to the plaintiff, acting through the Administrator of the Farmers Home Administration, an Agreement for Assumption of Indebtedness, in the sum of \$9,501.65, with interest at the rate of 4% per annum, payable \$50.00 on March 31, 1952, and thirty-seven (37) installments of \$490.57, each payable annually thereafter, with the final installment including the sum of any remaining principal and interest, payable on the 23rd day of October, 1989. On November 23, 1949, and as part of the same transaction and for the purpose of securing payment of the aforementioned note, Ruben H. Hopper and Bethalea Hopper, did execute a real estate mortgage to the United States of America, acting through the Administrator of the Farmers Home Administration, pursuant to the provisions of Title I of the Bankhead-Jones Farm Tenant Act, as amended, which mortgage covered the following described real estate in the County of Osage, State of Oklahoma, to-wit:

Southeast Quarter of Section 5, Township 27 North, Range 7 East, of the I.M., Osage County, Oklahoma, being the same land conveyed to the Mortgagor herein by Warranty Deed dated the 23 day of November, 1949, from Larena Seever and H. B. Seever, her husband, and intended to be recorded simultaneously herewith; subject, however, to all oil, gas and other minerals reserved by the Osage Tribe of Indians,

together with all rents and other revenues or income therefrom, and all improvements, water and water rights and personal property now or hereafter attached to or reasonably necessary to the use of the real property herein described; that this mortgage was duly filed of record in the office of the County Clerk of Osage County, Oklahoma, on the 23rd day of November, 1949, and recorded in Volume 79 at page 223. On October 23, 1951, the defendants, Virgil Wadsworth and Lucille Wadsworth, executed an Agreement for Assumption of Indebtedness aforementioned and did become transferees of the real estate mortgage above mentioned. That the mortgage provides that in case default be made in the payment of any installment due on the note or should mortgagor fail to keep or perform any of the conditions or agreements contained in the mortgage, mortgagee may declare, at its option and without notice, the entire indebtedness due and payable and foreclose the mortgage and recover abstract fees, attorneys fees and costs.

The court further finds that the mortgage indebtedness became in default on the 31st day of March, 1953, by reason of the failure of the defendants to pay the installment due on the agreement on that date, and that there is now due and owing upon the note an unpaid balance of \$9,441.65 principal, plus \$1,052.92 interest accrued through December 1, 1956, plus interest on the principal at the rate of 4% per annum from December 1, 1956 to date of judgment and at the legal rate after entry of judgment until paid.

The court further finds that the real estate mortgage contains the words "appraisal is hereby specifically waived".

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the court that the plaintiff have judgment against the defendants Virgil Wadsworth and Lucille Wadsworth, for the sum of \$9,441.65 principal, plus \$1,052.92 interest accrued through December 1, 1956 to date of judgment and interest at the legal rate after date of judgment and for its costs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that in the event defendants fail for six (6) months from the date of entry of judgment herein to pay the sum of \$9,441.65 principal, plus \$1,052.92 interest accrued through December 1, 1956, plus interest on the principal at the rate of 4% per annum from December 1, 1956 to date of judgment, plus interest at the legal rate after entry of judgment, that an order of sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell according to law the real estate and premises described above and to apply the proceeds arising from the sale as follows:

1. In payment of the costs of sale and of this action;
2. In payment of any unpaid taxes due;
3. In payment to the plaintiff the sum of \$9,441.65 principal, plus \$1,052.92 interest accrued through December 1, 1956, plus interest on the principal at the rate of 4% per annum from December 1, 1956 to the date of judgment, and interest at the legal rate after the date of judgment;
4. The residue, if any, to be paid to the Clerk of this Court to await the further order of this court.

If the amount derived from the sale is insufficient to satisfy the judgment, interest and costs, execution may issue against the defendants for the remainder unpaid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that from and after the sale of such real property under and by virtue of this judgment and decree, defendants and each of them and all persons claiming under them or either of them since the filing of the complaint herein, be and they are forever barred and foreclosed of and from any lien, right, title, interest, estate or equity in and to or upon the real estate described herein, or any part thereof.

1st Boyce H. Lawrence
~~U. S. DISTRICT JUDGE~~

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Aaron C. Roberts and Mildred G. Roberts,
Defendants.

Civil No. 4139

FILED

JUN 28 1957

NOBLE C. HOOD
Clerk, U.S. District Court

J U D G M E N T

Now on this 21st day of June, 1957, the above cause coming on for hearing pursuant to regular assignment, the plaintiff, United States of America, appearing by Hayden Crawford, United States Attorney, and Hubert A. Marlow, Assistant United States Attorney, for the Northern District of Oklahoma, and the defendants appearing not in person or by attorney, and it appearing to the court that this is a suit upon a promissory note and for foreclosure of a mortgage upon real estate securing the note, which real estate is located in the County of Ottawa, State of Oklahoma, within the Northern Judicial District of Oklahoma.

It further appearing to the court that due and legal personal service of summons has been made upon the defendants, Aaron C. Roberts and Mildred G. Roberts, requiring that they answer the complaint filed herein not more than twenty (20) days after the date of service of summons, and it further appearing to the court that the defendants have failed and neglected to answer, demur or otherwise plead to the complaint, the defendants and each of them are thereupon adjudged in default and the court being fully advised, finds that all the allegations and averments in the complaint of the plaintiff are true.

The court further finds that the defendants, Aaron C. Roberts and Mildred G. Roberts, on October 14, 1955, for a valuable consideration made, executed and delivered to Norman P. Mason, Federal Housing Commissioner, his successors and assigns, their certain mortgage note in the principal sum of \$5,700.00, with interest thereon at the rate of $4\frac{1}{2}\%$ per annum. That on October 14, 1955, and as part and parcel of the same transaction of the mortgage note and for the purpose of securing the payment of that note, the defendants, Aaron C. Roberts and Mildred G. Roberts, made, executed and delivered to Norman P. Mason, Federal Housing Commissioner,

his successors and assigns, a certain written mortgage covering the following described real estate located in Ottawa County, Oklahoma, to-wit:

Lot Five (5), Block Five (5), in Nancy Lee Addition to the City of Miami, Ottawa County, State of Oklahoma, according to the amended plat thereof.

That the mortgage was duly recorded on November 1, 1955, in Book 253, page 991, in the records of the office of the County Clerk of Ottawa County, Oklahoma, after the required mortgage tax was paid.

The court further finds that the defendants, Aaron C. Roberts and Mildred O. Roberts, made default in payment of such note in that they failed to pay the note according to its terms and that there is now due and owing on the note the unpaid balance of \$5,882.42, with interest thereon at the rate of $4\frac{1}{2}\%$ per annum from January 24, 1957, to date, together with interest on the principal sum of \$5,882.42 at the rate of 6% from this date until paid, together with the costs of this action accrued and accruing.

The court further finds and adjudges that the plaintiff has a first and prior lien upon the real estate and premises described in its complaint by virtue of the mortgage as security for the payment of such indebtedness, interest and costs, which property is described as follows:

Lot Five (5), Block Five (5), in Nancy Lee Addition to the City of Miami, Ottawa County, State of Oklahoma, according to the amended plat thereof.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the plaintiff do have and recover judgment against the defendants, Aaron C. Roberts and Mildred O. Roberts, for the sum of \$5,882.42, with interest thereon at the rate of $4\frac{1}{2}\%$ per annum from January 24, 1957, to date of judgment, together with interest at the rate of 6% from the date of judgment until paid, together with the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that an order of sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell according to law, without appraisal, the lands and tenements described in the mortgage, to-wit:

Lot Five (5), Block Five (5), in Nancy Lee Addition to the City of Miami, Ottawa County, State of Oklahoma, according to the amended plat thereof,

and apply the proceeds from the sale as follows:

1. In payment of the costs of the sale and of this action;
2. In payment of any unpaid taxes due;

3. In payment to the plaintiff of the sum of \$5,002.42, with interest thereon at the rate of 4 $\frac{1}{2}$ % per annum from January 24, 1957, to date of judgment, together with interest at the rate of 6% from date of judgment until paid;
4. The residue, if any, be paid to the Clerk of this Court to await the further order of the court.

If the amount derived from such sale is insufficient to satisfy the judgment, interest and costs, that execution issue against the defendants, Aaron O. Roberts and Mildred O. Roberts, for the remainder unpaid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this court that from and after the sale of the real estate under and by virtue of this judgment and decree, the defendants and each of them and all persons claiming under them or either of them since the filing of the complaint herein be and they are forever barred and foreclosed of and from any and every lien upon, right, title, interest, estate or equity of, in or to said real estate or any part thereof.

(5) Rayce H. Swage
U. S. District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Tom Russell,

Defendant.

Civil No. 4157

FILED

JUN 28 1957

NOBLE C. HOOD
Clerk, U.S. District Court

J U D G M E N T

On this 28th day of June 1957, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, First Assistant U. S. Attorney for the Northern District of Oklahoma, and the defendant appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendant was duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer is and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true; and finds that the plaintiff is entitled to judgment in accordance with allegations of said complaint.

The Court further finds that the SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 21 North, Range 23 East, and the W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, Township 21 North, Range 23 East, otherwise known as Cherokee Tribal Unit No. 13, Kenwood Project, being lands held in trust by the United States for the Cherokee Indians of Oklahoma, and the SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 32 Township 21 North, Range 23 East, being lands held in the name of the United States, purchased by the Department of Agriculture, and placed under the Secretary of the Interior, to be administered for the use and benefit of the Cherokee Indians of Oklahoma by Executive Order No. 7368, dated April 15, 1938, and this plaintiff, acting through its duly authorized officer and agent as Area Director, Bureau of Indian Affairs, Muskogee Area Office, Muskogee, Oklahoma, did grant to the Defendant, Tom Russell, the right to occupy aforesaid property, under which permit assignee agreed to pay \$60 per year for rental of said land, payable on or before the 31st day of March each year, the occupancy permit

to continue after termination date from year to year under the same terms unless assignee be given notice to the contrary thirty (30) days prior to expiration of any year. By the terms of said lease, the defendant, Tom Russell, has violated this assignment by failure to pay all rents thereon in the following particulars.

Defendant has made no payments, as required by his occupancy permit, since 1947. By reason of default in payment, defendant owes the plaintiff a total of \$529.26 from the date of default to this date. Plaintiff has demanded payment of this sum, but defendant failed, neglected, and refused to pay the same. By reason of this default, defendant is liable to plaintiff for this sum.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that the plaintiff have judgment against the defendant, Tom Russell, in the sum of \$529.26 with interest thereon at six per cent (6%) per annum from the date hereof until paid, and for the costs of this action.

19 Royce W. Savage
United States District Judge

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Lucile H. Hershfield,

Defendant.

Civil No. 4178

FILED

JUN 28 1957

NOBLE C. HOOD
Clerk, U.S. District Court

J U D G M E N T

On this 28th day of June 1957, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, First Assistant U. S. Attorney for the Northern District of Oklahoma, and the defendant appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendant was duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer is and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true. That on October 8, 1953, for a valuable consideration and in accordance with the provisions of the Federal Housing Administration Act, the defendant did execute a written promissory note in the sum of \$2,782.51, to Brookside State Bank, Tulsa, Oklahoma; that the defendant defaulted in the payments on the note, and, in accordance with the provisions of the aforementioned Act, the note was assigned thereafter to this plaintiff; that there is now due and owing on the note the sum of \$1,768.92, principal, with interest thereon at the rate of six per cent (6%) per annum from October 5, 1954.

The Court further finds that the plaintiff has filed herein an affidavit stating that the defendant is neither in the military, or naval, service, nor an infant, or incompetent, which is found to be true.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendant, Lucile H. Hershfield, for the sum of \$1,768.92, with interest thereon at the rate of six per cent (6%) per annum from October 5, 1954, until paid, and for its costs.

Is. Royce H. Savage
United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

DOROTHY BOSLER,

Plaintiff,

-vs-

CONSOLIDATED CHIMNEY COMPANY,
a corporation,

Defendant.

No. 4187

FILED

JUN 28 1957

NOBLE C. HOOD
Clerk, U. S. District Court

DISMISSAL WITHOUT PREJUDICE

Upon Application of the parties involved, this cause is
dismissed without prejudice as to Defendant, Consolidated Chimney *Company, a*
Corporation.

Dated this 28 day of June, 1957.

Royal Savage

JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

H. A. Marshfield, Jr.,

Defendant.

Civil No. 4197

FILED

JUN 28 1957

NOBLE C. HOOD
Clerk, U.S. District Court

J U D G M E N T

On this 29th day of June 1957, the above-entitled action coming on for hearing, the plaintiff, appearing by Russell H. Smith, First Assistant U. S. Attorney for the Northern District of Oklahoma, and the defendant appearing not, and the Court having heard the evidence of the plaintiff and having examined the file, finds that the defendant was duly served with summons herein more than twenty (20) days prior to this date, and having failed to appear or answer is and should be adjudged in default.

The Court further finds that all allegations of plaintiff's complaint are true. That on October 8, 1953, for a valuable consideration and in accordance with the provisions of the Federal Housing Administration Act, the defendant did execute a written promissory note in the sum of \$2,782.51, to Brookside State Bank, Tulsa, Oklahoma; that the defendant defaulted in the payments on the note, and, in accordance with the provisions of the aforementioned Act, the note was assigned thereafter to this plaintiff; that there is now due and owing on the note the sum of \$1,768.92, principal, with interest thereon at the rate of six per cent (6%) per annum from October 5, 1954.

The Court further finds that the plaintiff has filed herein an affidavit stating that the defendant is neither in the military, or naval, service, nor an infant, or incompetent, which is found to be true.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED by the Court that this plaintiff have judgment against the defendant, H. A. Marshfield, Jr., for the sum of \$1,768.92, with interest thereon at the rate of six per cent (6%) per annum from October 5, 1954, until paid, and for its costs.

15/ Royce H. Savage
United States District Judge